U.S. Department of Homeland Security
500 12th St. SW; STOP 5009
Washington, DC 20546-5009

U.S. Immigration and Customs Enforcement

July 13, 2017

Vasudha Talla
Staff Attorney
ACLU of Northern California
39 Drumm Street
San Francisco, CA 94111

Re: **ICE FOIA Case No. 2018-ICLI-00035 - ACLU v. U.S. Immigrations and Customs Enforcement (ICE), 18-cv-04105**

Dear Ms. Talla:

This is the first interim response to your Freedom of Information Act (FOIA) request to U.S. Immigration and Customs Enforcement (ICE) dated March 19, 2018. You are seeking all information related to contracts by and between ICE and contractors related to license plate readers (LPR) technology under FOIA requests 2018-ICFO-27097 and 2018-ICFO-26258

A search of the Office of Enforcement and Removal (ERO) located 1 excel spreadsheet that is responsive to your request 2018-ICFO-27097. A search of the ICE Office of Policy located 36 pages of responsive records that are responsive to your request 2018-ICFO-27097. ICE has considered your request under both the FOIA, 5 U.S.C. § 552, and the Privacy Act, 5 U.S.C. § 552a. This release consists of 36 pages of responsive records and 1 excel spreadsheet. ICE has applied FOIA Exemptions (b)(5) and (b)(6), (b)(7)(C) to portions of the 36 pages as described below. The excel spreadsheet is being released in full.

ICE has applied FOIA Exemption (b)(5) to withhold draft documents under the deliberative process privilege, the general purpose of which is to prevent injury to the quality of agency decisions, as well as the attorney-client privilege and the attorney work product privilege.

FOIA Exemption (b)(5) exempts from disclosure inter-agency or intra-agency memorandums or letters, which would not be available by law to a party other than an agency in litigation with the agency.

ICE has applied FOIA Exemptions 6 and 7(C) to protect from disclosure the names, e-mail addresses, and phone numbers of ICE and DHS employees contained within the documents, as well as the names, and other personally identifiable information of other individuals contained within the records.

FOIA Exemption 6 exempts from disclosure information in personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This

requires a balancing of the public's right to disclosure against the individual's right to privacy. The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

FOIA Exemption 7(C) protects records or information compiled for law enforcement purposes when production of such could reasonably be expected to constitute an unwarranted invasion of personal privacy. This exemption takes particular note of the strong interests of individuals, whether they are suspects, witnesses, or investigators, in not being unwarrantably associated with alleged criminal activity. That interest extends to persons who are not only the subjects of the investigation, but those who may have their privacy invaded by having their identities and information about them revealed in connection with an investigation. Based upon the traditional recognition of strong privacy interests in law enforcement records, categorical withholding of information that identifies third parties in law enforcement records is ordinarily appropriate.

Please note that a search of the ICE Office of Acquisition Management (OAQ) also located 73 pages of records that are potentially responsive to your request 2018-ICFO-26258. ICE has sent those pages out for submitter notice, and once we receive a response from the contractor, we will process and release those pages to you as the next, and final release for your requests.

If you have any questions about this letter, please contact Assistant U.S. Attorney Robin Wall at (415) 436-7071.

Sincerely,

Delphine O. On /for

Catrina M. Pavlik-Keenan
FOIA Officer

Enclosure(s): 36 pages, 1 Excel Spreadsheet

cc:

Robin M. Wall
Assistant United States Attorney
U.S. Attorney's Office, Northern District of California
450 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

U.S. Department of Homeland Security
500 12th St. SW; STOP 5009
Washington, DC 20546-5009

U.S. Immigration and Customs Enforcement

July 18, 2018

Vasudha Talla
Staff Attorney
ACLU of Northern California
39 Drumm Street
San Francisco, CA 94111

Re: **ICE FOIA Case No. 2018-ICLI-00035- ACLU v Immigrations and Customs Enforcement (ICE)**

Dear Ms. Talla:

This is the second interim response to your Freedom of Information Act (FOIA) request to U.S. Immigration and Customs Enforcement (ICE) dated March 19, 2018. You are seeking all information related to contracts by and between ICE and contractors related to license plate readers (LPR) technology.

ICE has considered your request under both the FOIA, 5 U.S.C. § 552, and the Privacy Act, 5 U.S.C. § 552a. A search of the Office of Acquisition Management (OAQ), located records that were potentially responsive to your request. For this production ICE reviewed 73 pages of potentially responsive records. ICE has applied FOIA Exemptions (b)(4), (b)(6) (b)(7)(C), and (b)(7)(E) to portions of these pages as described below.

ICE has applied FOIA exemptions to protect from disclosure.

FOIA Exemption 4 protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. The courts have held that this subsection protects (a) confidential commercial information, the disclosure of which is likely to cause substantial harm to the competitive position of the person who submitted the information and (b) information that was voluntarily submitted to the government if it is the kind of information that the provider would not customarily make available to the public. I have reviewed the responsive documents, the submitter's objections to release, and relevant case law, and I have determined that portions of the responsive records are exempt from disclosure under subsection (b)(4) of the FOIA and must be withheld in order to protect the submitter's proprietary interests.

ICE has applied FOIA Exemptions 6 and 7(C) to protect from disclosure the names, e-mail addresses, and phone numbers of ICE and DHS employees contained within the documents, as well as the names, and other personally identifiable information of other individuals contained within the records.

FOIA Exemption 6 exempts from disclosure information in personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public's right to disclosure against the individual's right to privacy. The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

FOIA Exemption 7(C) protects records or information compiled for law enforcement purposes when production of such could reasonably be expected to constitute an unwarranted invasion of personal privacy. This exemption takes particular note of the strong interests of individuals, whether they are suspects, witnesses, or investigators, in not being unwarrantably associated with alleged criminal activity. That interest extends to persons who are not only the subjects of the investigation, but those who may have their privacy invaded by having their identities and information about them revealed in connection with an investigation. Based upon the traditional recognition of strong privacy interests in law enforcement records, categorical withholding of information that identifies third parties in law enforcement records is ordinarily appropriate.

ICE has applied FOIA Exemption 7(E) to protect from disclosure internal agency law enforcement case numbers contained within the document, internal codes used to identify folders in an internal ICE task management system, law enforcement database category codes, and law enforcement techniques.

FOIA Exemption 7(E) protects records compiled for law enforcement purposes, the release of which would disclose techniques and/or procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law. The disclosure of certain law enforcement sensitive information contained within the responsive records could reasonably be expected to risk circumvention of the law. Additionally, the techniques and procedures at issue are not well known to the public.

If you have any questions about this letter, please contact Assistant U.S. Attorney Robin Wall at (415) 436-7071.

Sincerely,

Delphine O. On /for

Catrina M. Pavlik-Keenan
FOIA Officer

Enclosure(s): 73 pages

cc:
Robin M. Wall
Assistant United States Attorney
U.S. Attorney's Office, Northern District of California
450 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Office of Information Governance and Privacy

U.S. Department of Homeland Security
500 12th St., SW
Washington, D.C. 20536

U.S. Immigration and Customs Enforcement

September 21, 2018

Vasudha Talla
Staff Attorney
ACLU of Northern California
39 Dumm Street
San Francisco, CA 94111

RE: ICE FOIA Case No. 2018-ICLI-00035
***ACLUNC v. ICE*, No. 18-cv-03050 (N.D. Cal., filed May 23, 2018)**

Dear Ms. Talla,

This is the second interim response to your Freedom of Information Act (FOIA) request to U.S. Immigration and Customs Enforcement (ICE), dated March 19, 2018. You have requested copies of the following records:

All information related to contracts by and between ICE and contractors related to license plate readers (LPR) under FOIA requests 2018-ICFO-27097 and 2018-ICFO-26258.

ICE has considered your request under the FOIA, 5 U.S.C. § 552.

A search of the Office of Homeland Security Investigation (HSI) and the Office of Enforcement and Removal Operations (ERO), located records that were potentially responsive to your request. For this production ICE reviewed 758 pages of potentially responsive records and 4 Microsoft Excel Spreadsheets. Of the 758 pages, ICE determined that 461 pages and all 4 Microsoft Excel Spreadsheets were responsive to your request. These documents have been Bates numbered 2018-ICLI-00035 112 through 2018-ICLI-00035 573. ICE has applied FOIA Exemptions (b)(5), (b)(6), (b)(7)(C), and (b)(7)(E) to portions of these pages as described below.

ICE has applied FOIA Exemption 5 to protect from disclosure intra-agency documents that contain the recommendations, opinions, and conclusions of agency employees, and portions of the responsive documents which qualify for protection under the deliberative process privilege, the attorney-client privilege, and the attorney work-product privilege.

FOIA Exemption 5 protects inter-agency or intra-agency memorandums or letters which not be available by law to a party other than an agency in litigation with the agency. The deliberative

process privilege protects the integrity of the deliberative or decision-making processes within the agency by exempting from mandatory disclosure opinions, conclusions, and recommendations included within inter-agency or intra-agency memoranda or letters. The release of this internal information would discourage the expression of candid opinions and inhibit the free and frank exchange of information among agency personnel. The attorney work-product privilege protects documents and other memoranda prepared by an attorney in contemplation of litigation. The attorney-client privilege protects confidential communications between an attorney and his client relating to a legal matter for which the client has sought professional advice. It applies to facts divulged by a client to his attorney, and encompasses any opinions given by an attorney to his client based upon, and thus reflecting, those facts, as well as communications between attorneys that reflect client-supplied information. The attorney-client privilege is not limited to the context of litigation.

ICE has applied FOIA Exemptions 6 and 7(C) to protect from disclosure the names, e-mail addresses, and phone numbers of ICE and DHS employees contained within the documents, as well as the names, and other personally identifiable information of other individuals contained within the records.

FOIA Exemption 6 exempts from disclosure information in personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public's right to disclosure against the individual's right to privacy. The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

FOIA Exemption 7(C) protects records or information compiled for law enforcement purposes when production of such could reasonably be expected to constitute an unwarranted invasion of personal privacy. This exemption takes particular note of the strong interests of individuals, whether they are suspects, witnesses, or investigators, in not being unwarrantably associated with alleged criminal activity. That interest extends to persons who are not only the subjects of the investigation, but those who may have their privacy invaded by having their identities and information about them revealed in connection with an investigation. Based upon the traditional recognition of strong privacy interests in law enforcement records, categorical withholding of information that identifies third parties in law enforcement records is ordinarily appropriate.

ICE has applied FOIA Exemption 7(E) to protect from disclosure internal agency law enforcement case numbers contained within the document, internal codes used to identify folders in an internal ICE task management system, law enforcement database category codes, and law enforcement techniques.

FOIA Exemption 7(E) protects records compiled for law enforcement purposes, the release of which would disclose techniques and/or procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law. The disclosure of certain law enforcement sensitive information contained within the responsive records could reasonably be expected to risk circumvention of the law. Additionally, the techniques and

procedures at issue are not well known to the public.

If you have any questions about this letter, please contact Assistant U.S. Attorney Robin Wall at (415) 436-7071.

Sincerely,

Delphine O. On / for

Catrina M. Pavlik-Keenan
FOIA Officer

Enclosure(s): 461 pages and 4 Microsoft Excel Spreadsheets

cc:

Robin M. Wall
Assistant United States Attorney
U.S. Attorney's Office, Northern District of California
450 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Office of Information Governance and Privacy

U.S. Department of Homeland Security
500 12th St., SW
Washington, D.C. 20536

U.S. Immigration and Customs Enforcement

October 31, 2018

Vasudha Talla
Staff Attorney
ACLU of Northern California
39 Dumm Street
San Francisco, CA 94111

RE: ACLU v. ICE et al, 1:18-cv-03050 (D.D.C.)
ICE FOIA Case Number 2018-ICLI-00035
Third Interim Release

Dear Ms. Talla,

This letter is the third response to your client's Freedom of Information Act (FOIA) request to U.S. Immigration and Customs Enforcement (ICE), dated March 19, 2018. Your client's FOIA request sought information pertaining to "All information related to contracts by and between ICE and contractors related to license plate readers (LPR)" under FOIA requests 2018-ICFO-27097 and 2018-ICFO-26258. ICE has considered your request under the FOIA, 5 U.S.C. § 552.

A search of the Office of Homeland Security Investigation (HSI) and the office of Enforcement and Removal Operations (ERO), located 1061 pages of records that were potentially responsive to your request. Following review, ICE has determined that 1060 pages were responsive. These documents have been Bates number 2018-ICLI-00035- 574 through 2018-ICLI-00035 - 1633. ICE has applied FOIA Exemptions (b)(4), (b)(5), (b)(6), (b)(7)(C), and (b)(7)(E) to portions of these pages as described below:

FOIA Exemption 4 protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. The courts have held that this subsection protects (a) confidential commercial information, the disclosure of which is likely to cause substantial harm to the competitive position of the person who submitted the information and (b) information that was voluntarily submitted to the government if it is the kind of information that the provider would not customarily make available to the public. I have reviewed the responsive documents, the submitter's objections to release, and relevant case law, and I have determined that portions of the responsive records are exempt from disclosure under subsection (b)(4) of the FOIA and must be withheld in order to protect the submitter's proprietary interests.ICE has applied FOIA Exemption 5 to protect from disclosure intra-agency documents that contain the

recommendations, opinions, and conclusions of agency employees, and portions of the responsive documents which qualify for protection under the deliberative process privilege, the attorney-client privilege, and the attorney work-product privilege.

FOIA Exemption 5 protects inter-agency or intra-agency memorandums or letters which not be available by law to a party other than an agency in litigation with the agency. The deliberative process privilege protects the integrity of the deliberative or decision-making processes within the agency by exempting from mandatory disclosure opinions, conclusions, and recommendations included within inter-agency or intra-agency memoranda or letters. The release of this internal information would discourage the expression of candid opinions and inhibit the free and frank exchange of information among agency personnel. The attorney work-product privilege protects documents and other memoranda prepared by an attorney in contemplation of litigation. The attorney-client privilege protects confidential communications between an attorney and his client relating to a legal matter for which the client has sought professional advice. It applies to facts divulged by a client to his attorney, and encompasses any opinions given by an attorney to his client based upon, and thus reflecting, those facts, as well as communications between attorneys that reflect client-supplied information. The attorney-client privilege is not limited to the context of litigation.

ICE has applied FOIA Exemptions 6 and 7(C) to protect from disclosure the names, e-mail addresses, and phone numbers of ICE and DHS employees contained within the documents, as well as the names, and other personally identifiable information of other individuals contained within the records.

FOIA Exemption 6 exempts from disclosure information in personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public's right to disclosure against the individual's right to privacy. The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

FOIA Exemption 7(C) protects records or information compiled for law enforcement purposes when production of such could reasonably be expected to constitute an unwarranted invasion of personal privacy. This exemption takes particular note of the strong interests of individuals, whether they are suspects, witnesses, or investigators, in not being unwarrantably associated with alleged criminal activity. That interest extends to persons who are not only the subjects of the investigation, but those who may have their privacy invaded by having their identities and information about them revealed in connection with an investigation. Based upon the traditional recognition of strong privacy interests in law enforcement records, categorical withholding of information that identifies third parties in law enforcement records is ordinarily appropriate.

ICE has applied FOIA Exemption 7(E) to protect from disclosure internal agency law enforcement case numbers contained within the document, internal codes used to identify folders in an internal ICE task management system, law enforcement database category codes, and law enforcement techniques.

FOIA Exemption 7(E) protects records compiled for law enforcement purposes, the release of which would disclose techniques and/or procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law. The disclosure of certain law enforcement sensitive information contained within the responsive records could reasonably be expected to risk circumvention of the law. Additionally, the techniques and procedures at issue are not well known to the public.

If you have any questions about this letter, please contact Assistant U.S. Attorney Kimberly Robinson at (415) 436-7298.

Sincerely,

Toni Fuentes for

Catrina M. Pavlik-Keenan
FOIA Officer

Enclosure(s): 1060 pages

Cc: Kimberly Robinson
Assistant United States Attorney
U.S. Attorney's Office, Northern District of California
450 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Office of Information Governance and Privacy

U.S. Department of Homeland Security
500 12th St., SW
Washington, D.C. 20536

U.S. Immigration and Customs Enforcement

December 7, 2018

Vasudha Talla
Staff Attorney
ACLU of Northern California
39 Dumm Street
San Francisco, CA 94111

RE: ACLU Northern California v. Immigrations and Customs Enforcement (ICE);
ICE FOIA Case No. 2018-ICLI-00035
Fourth Interim Production

Dear Ms. Talla,

This is the fourth interim response to your Freedom of Information Act (FOIA) request to U.S. Immigration and Customs Enforcement (ICE), dated March 19, 2018. You have requested copies of the following records:

All information related to contracts by and between ICE and contractors related to license plate readers (LPR) under FOIA requests 2018-ICFO-27097 and 2018-ICFO-26258.

ICE has considered your request under the FOIA, 5 U.S.C. § 552.

A search of the Office of Homeland Security Investigation (HSI) and the Office of Enforcement and Removal Operations (ERO), located records that were potentially responsive to your request. For this production ICE reviewed 221 pages and 7 excels of potentially responsive records. Of those 221 pages, ICE determined that only 211 pages were responsive. These documents have been Bates number 2018-ICLI-00035 1634 through 2018-ICLI-00035 1844. ICE also re-processed 11 pages from the previous production. ICE has applied FOIA Exemptions (b)(4), (b)(5), (b)(6), (b)(7)(C), and (b)(7)(E) to portions of these pages as described below.

ICE has applied FOIA Exemptions to protect from disclosure

FOIA Exemption 4 protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. The courts have held that this subsection protects (a) confidential commercial information, the disclosure of which is likely to cause substantial harm to the competitive position of the person who submitted the information and (b)

information that was voluntarily submitted to the government if it is the kind of information that the provider would not customarily make available to the public. I have reviewed the responsive documents, the submitter's objections to release, and relevant case law, and I have determined that portions of the responsive records are exempt from disclosure under subsection (b)(4) of the FOIA and must be withheld in order to protect the submitter's proprietary interests. ICE has applied FOIA Exemption 5 to protect from disclosure intra-agency documents that contain the recommendations, opinions, and conclusions of agency employees, and portions of the responsive documents which qualify for protection under the deliberative process privilege, the attorney-client privilege, and the attorney work-product privilege.

FOIA Exemption 5 protects inter-agency or intra-agency memorandums or letters which not be available by law to a party other than an agency in litigation with the agency. The deliberative process privilege protects the integrity of the deliberative or decision-making processes within the agency by exempting from mandatory disclosure opinions, conclusions, and recommendations included within inter-agency or intra-agency memoranda or letters. The release of this internal information would discourage the expression of candid opinions and inhibit the free and frank exchange of information among agency personnel. The attorney work-product privilege protects documents and other memoranda prepared by an attorney in contemplation of litigation. The attorney-client privilege protects confidential communications between an attorney and his client relating to a legal matter for which the client has sought professional advice. It applies to facts divulged by a client to his attorney, and encompasses any opinions given by an attorney to his client based upon, and thus reflecting, those facts, as well as communications between attorneys that reflect client-supplied information. The attorney-client privilege is not limited to the context of litigation.

ICE has applied FOIA Exemptions 6 and 7(C) to protect from disclosure the names, e-mail addresses, and phone numbers of ICE and DHS employees contained within the documents, as well as the names, and other personally identifiable information of other individuals contained within the records.

FOIA Exemption 6 exempts from disclosure information in personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public's right to disclosure against the individual's right to privacy. The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

FOIA Exemption 7(C) protects records or information compiled for law enforcement purposes when production of such could reasonably be expected to constitute an unwarranted invasion of personal privacy. This exemption takes particular note of the strong interests of individuals, whether they are suspects, witnesses, or investigators, in not being unwarrantably associated with alleged criminal activity. That interest extends to persons who are not only the subjects of the investigation, but those who may have their privacy invaded by having their identities and information about them revealed in connection with an investigation. Based upon the traditional recognition of strong privacy interests in law enforcement records, categorical withholding of information that identifies third parties in law enforcement records is ordinarily appropriate.

ICE has applied FOIA Exemption 7(E) to protect from disclosure internal agency law enforcement case numbers contained within the document, internal codes used to identify folders in an internal ICE task management system, law enforcement database category codes, and law enforcement techniques.

FOIA Exemption 7(E) protects records compiled for law enforcement purposes, the release of which would disclose techniques and/or procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law. The disclosure of certain law enforcement sensitive information contained within the responsive records could reasonably be expected to risk circumvention of the law. Additionally, the techniques and procedures at issue are not well known to the public.

If you have any questions about this letter, please contact Assistant U.S. Attorney Kimberly Robinson at (415) 436-7298.

Sincerely,

Toni Fuentes for

Catrina M. Pavlik-Keenan
FOIA Officer

Enclosure(s): 222 pages and 7 Microsoft Excel spreadsheets

cc:

Kimberly Robinson
Assistant United States Attorney
U.S. Attorney's Office, Northern District of California
450 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Vasudha Talla

From: Robinson, Kimberly (USACAN) <Kimberly.Robinson3@usdoj.gov>
Sent: Friday, November 16, 2018 12:46 PM
To: Vasudha Talla
Cc: Linda Lye
Subject: RE: ACLU v. ICE - 18-cv-03050

Vasudha,

As promised, ICE has provided the following information in response to your below email. See you in about an hour.

Kim

In the excel spreadsheet entitled "Learn-AU", what do the following fields refer to?

(1) query type: category of action being taken
(2) user type: agency manager vs user. Manager can add/delete users (system admin); users everyone else.
(3) date time: date and time of action.
(4) result: number of hits on plate. N/A=means action wouldn't generate results.

Also; what do the various response options refer to. For example, there is a query type "detection browsing," [user searching target plate] but also a query type "email hit alert" [action generated after user received email alert] – what do these and the other entries refer to?

Batch plate search detection = user searching batch plates.
Hit list browsing = user browsing active hits out there.
Hot list edit = when item edited by a user.
Hot list management = editing of overall list, such as deletion or addition to overall list.
Hot list renewal = user gets notification when plate will expire.

And in the "result" column, sometimes there is a numeric entry (e.g., 4 or 50) – what does this refer to? The number of hits.

In the excel spreadsheet entitled "LEARN audit report 2-28-2018", what do the following fields refer to:
(1) query type: category of action being taken
(2) user name: user name
(3) user type: agency manager vs user. Manager can add/delete users (system admin); users everyone else.
(4) plateID: target plate.
(5) case number: what number user inputs to track case, could be name case #, etc.
(6) requestor: requestor runs search, but 99% of time equals user.
(7) date time: date and time of action.
(8) IP address: IP address of user.

Further, like above, what do the various entries under query type refer to.

Also; what do the various response options refer to. For example, there is a query type "detection browsing," [user searching target plate] but also a query type "email hit alert" [action generated after user received email alert] – what do these and the other entries refer to?
Batch plate search detection = user searching batch plates.

Hit list browsing = user browsing active hits out there.
Hot list edit = when item edited by a user.
Hot list management = editing of overall list, such as deletion or addition to overall list.
Hot list renewal = user gets notification when plate will expire.

From: Vasudha Talla <vtalla@aclunc.org>
Sent: Tuesday, November 13, 2018 3:42 PM
To: Robinson, Kimberly (USACAN) <KRobinson@usa.doj.gov>
Cc: Linda Lye <llye@aclunc.org>
Subject: RE: ACLU v. ICE - 18-cv-03050

Thanks, Kim, for following up on this.

In the excel spreadsheet entitled "Learn-AU", we'd like to know what the following fields refer to: (1) query type; (2) user type; (3) date time; and (4) result. We'd also like to know what the various response options refer to. For example, there is a query type "detection browsing," but also a query type "email hit alert" – what do these and the other entries refer to? And in the "result" column, sometimes there is a numeric entry (e.g., 4 or 50) – what does this refer to? While some of these fields appear self-explanatory, we don't want to make any assumptions.

In the excel spreadsheet entitled "redacted LEARN audit report 2-28-2018", we'd like to know what the following fields refer to: (1) query type, (2) user name (3) user type; (4) plateID; (5) case number; (6) requestor; (7) date time; and (8) IP address. Further, like above, we'd like to know what the various entries under query type refer to.

Thank you and agency counsel again for being amenable to providing us with this information. Please let me know if you have any other questions.

Best, Vasudha

From: Robinson, Kimberly (USACAN) <Kimberly.Robinson3@usdoj.gov>
Sent: Tuesday, November 13, 2018 3:07 PM
To: Vasudha Talla <vtalla@aclunc.org>
Cc: Linda Lye <llye@aclunc.org>
Subject: RE: ACLU v. ICE - 18-cv-03050

Vasudha,

I hope all is well.

I am working on a JCMS draft and wanted to ask a quick question. With respect to the audit logs (Request 5), which appear in excel format, you had asked for, and the agency had agreed to provide, information about what is contained in the fields. If you can identify what information you specifically seek, I can get the request to agency counsel today and he can provide the information tomorrow. I'd like to both get this information and include this in the JCMS.

Thanks,
Kim

From: Vasudha Talla <vtalla@aclunc.org>
Sent: Monday, November 05, 2018 7:50 PM

To: Robinson, Kimberly (USACAN) <KRobinson@usa.doj.gov>
Cc: Linda Lye <llye@aclunc.org>
Subject: RE: ACLU v. ICE - 18-cv-03050

Thanks, Kim. We'll call you at your phone number on Friday at 4 p.m.

From: Robinson, Kimberly (USACAN) <Kimberly.Robinson3@usdoj.gov>
Sent: Monday, November 5, 2018 3:47 PM
To: Vasudha Talla <vtalla@aclunc.org>
Cc: Linda Lye <llye@aclunc.org>
Subject: RE: ACLU v. ICE - 18-cv-03050

Vasudha,

Thanks for your email and the letter and thank you for offering these times.

Let's plan to talk on Friday at 4. By that point, I will have talked through these issues with agency and will have more information to share.

I can be reached at the below number.

Best,
Kim

Kim Robinson | Assistant U.S. Attorney | Northern District of California |
450 Golden Gate Ave. | Box 36055 | San Francisco, CA 94102 |
T: 415.436.7298 | F: 415.436.6748

From: Vasudha Talla <vtalla@aclunc.org>
Sent: Monday, November 05, 2018 9:28 AM
To: Robinson, Kimberly (USACAN) <KRobinson@usa.doj.gov>
Cc: Linda Lye <llye@aclunc.org>
Subject: RE: ACLU v. ICE - 18-cv-03050

Dear Kim,

We received ICE's October 31st production on Friday. I'm attaching a letter setting forth the issues that we'd like to discuss during a meet-and-confer call. Linda and I are available for such a call on the following dates/times. Please let us know what works for you.

Wednesday, 11/7 – any time before noon
Thursday, 11/8 – 1-3 p.m.
Friday, 11/9 – 3-5 p.m.

Thanks, Vasudha

From: Robinson, Kimberly (USACAN) <Kimberly.Robinson3@usdoj.gov>
Sent: Thursday, November 1, 2018 10:16 AM
To: Vasudha Talla <vtalla@aclunc.org>
Cc: Linda Lye <llye@aclunc.org>
Subject: RE: ACLU v. ICE - 18-cv-03050

Vasudha,

Thank you for following up. Yes, they did meet the deadline.

ICE sent out the production yesterday to you via FedEx tracking number: 7736 1869 7583

Please also see the attached letter.

On an unrelated note, Ms. Lye, I wanted to congratulate you on your judicial appointment.

Please let me know if you have any additional questions.

Kim

From: Vasudha Talla <vtalla@aclunc.org>
Sent: Thursday, November 01, 2018 10:04 AM
To: Robinson, Kimberly (USACAN) <KRobinson@usa.doj.gov>
Cc: Linda Lye <llye@aclunc.org>
Subject: ACLU v. ICE - 18-cv-03050

Dear Kim,

I want to follow up on ICE's production of records in this FOIA case. Did ICE produce additional records by the October 31st deadline? I will keep an eye out for the records.

Thank you, Vasudha

Vasudha Talla, Staff Attorney
ACLU Foundation of Northern California
39 Drumm Street
San Francisco, CA 94111
tel (415) 621-2493 ext. 308
fax (415) 255-8437
pronouns: she/her/hers
www.aclunc.org

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Vasudha Talla

From: Robinson, Kimberly (USACAN) <Kimberly.Robinson3@usdoj.gov>
Sent: Friday, December 14, 2018 9:58 AM
To: Vasudha Talla
Cc: Sean Riordan
Subject: FW: ACLU v. ICE - 18-cv-03050, December Production
Attachments: LEARN_Hot-List_Records_Report_12-07-18_001-highlighted.xlsx; webex page.pdf

Vasudha,

Apologies. I omitted the attachments. Please see attached and the responses I just sent are again included below.

Kim

1. The December 7th production did not appear to contain the "Webex training" referenced on Page 2018-ICLI-00035 119. Was a search conducted for this training?
    a. There are no Webex training documents. You log into a website, therefore the agency has no records to produce for this. See attached webex page clearly showing a link to a live training. More info on webex can be found here. Webex is an online, live video conferencing/chat tool that training was provided on. There wouldn't be an agency record of that. We don't record online trainings and save them or something. We did search for webex, and that's how the attached document, among others was found and produced, but the training itself wasn't found because we don't have a file for that.
2. The December 7th production contained a number of "audit query reports" for the months of February through August 2018. These excel sheets contain two fields that did not appear on prior excel sheets produced during litigation. Can the agency identify what the fields (1) "query pars", and (2) "reason" refer to?
    a. Query pars = This stands for query parameters or the actual text of what was searched.
    b. Reason = Per the SOW, a reason code is required in order for a user to conduct a search. The three options were provided by ICE.
3. The December 7th production does not appear to contain records identifying the names of hot lists created by ICE. My email of November 14th provided some details as to why we believe that ICE can create "hot lists" and how an audit report could be created to show any hot lists that ICE created. Could the agency describe the process by which it searched for hot lists?
    a. We did produce an audit report [hot list] of all hot plates created by ICE. [attached]. This list was produced from the LEARN system the same way the audit lists above were produced. There isn't a "names of hot lists" report. We gave them every hot plate there is in the single hot list report. There aren't multiple "hot lists" with different names. There are hot plates, that can produced in a report, called a

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
See Schedule	1	52

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
		70CDCR18P00000017	70CDCR18Q00000005	12/15/2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	(b)(6),(b)(7)(C)	202732 (b)(6),(b	ES

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	% FOR
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6),(b)(7)(C) WASHINGTON DC 20536	ICE/DCR	X UNRESTRICTED OR ☐ SET ASIDE ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) NAICS 519190 SIZE STANDARD $27.5	

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
	Net 30			X RFQ ☐ IFB ☐ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
ICE Enforcement & Removal 801 I Street, NW Suite (b)(6),(b) Washington DC 20536	ICE/ERO	ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6),(WASHINGTON DC 20536	ICE/DCR

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
WEST PUBLISHING CORPORATION PO BOX 64833 SAINT PAUL MN 55164	1485082860000		DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FHQ-CED Williston VT 05495-1620	ICE-ERO-FHQ-CED

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
PO Box 6292, Carol Stream, IL 60197-6292

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 148508286 Government POC: (b)(6),(b)(7)(C) Phone: 202-732-(b)(6),(Email: (b)(6),(b)(7)(C) Government POC: (b)(6),(b)(7)(C) Phone: 202-732-(b)(6),(Email: (b)(6),(b)(7)(C) Contracting Officer: (b)(6),(b)(7)(C) Phone: 202-732-(b)(6),(*(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
(b)(4)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
X 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

X 29. AWARD OF CONTRACT: DATED 12/22/2017. OFFER YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	30b. DATE SIGNED	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
(b)(6),(b)(7)(C)	12/22/17	(b)(6),(b)(7)(C)	(b)(6),(b)(7)(C)	12/22/2017

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Email: (b)(6);(b)(7)(C) [redacted] There are two (2) requisitions associated with this award: 192118FUGOPS12087 and 192118FLMURQ0008. This purchase order is for West Publishing Corporation to provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States. The specific requirements are detailed in the Statement of Work attached. All services shall be performed in accordance with the attached Statement of Work (SOW), West Publishing's Technical Quote (dated 12/22/2017), and West Publishing's Price Quote. West Publishing Corporation's price quote and technical quote are included as an attachment to this purchase order. Funding in the amount of (b)(4) is being allotted to this purchase order award to fund CLIN 0001 for the Base Period of services. All other CLINS are optional CLINs and will be funded at the time they are exercised. The terms and conditions of this purchase order Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	apply only to the purchase order resulting for ICE solicitation 70CDCR18Q00000005. Exempt Action: Y Sensitive Award: PII Period of Performance: (b)(4)				
0001	Base Period - (b)(4) ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Requisition No: 192118FLMURQ0008, 192118FUGOPS12087 Accounting Info: (b)(7)(E) [redacted] Funded: (b)(4) [redacted] Accounting Info: (b)(7)(E) [redacted] Funded: (b)(4) [redacted] Accounting Info: (b)(7)(E) [redacted] Funded: (b)(4) [redacted] Period of Performance: (b)(4)				(b)(4)
0002	Option Period 1 - (b)(4) ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) [redacted] Option Line Item) (b)(4) [redacted] Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Accounting Info: Funded: $0.00 Period of Performance: (b)(4)		(b)(4) [redacted]		0.00
0003	Option Period 2 - (b)(4) ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) Continued ...		(b)(4) [redacted]		0.00

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) (b)(4) Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: (b)(4)				
0004	Option Period 3 - (b)(4) ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) (b)(4) Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance (b)(4) Invoice Instructions: ICE – ERO/HSI Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • Invoice.Consolidation@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email. b) USPS: Continued ...			(b)(4)	0.00

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

ATTN: ICE-ERO-FHQ-CED

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

c) Facsimile:

Alternative Invoices shall be submitted to: (802)-288-7658

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.
Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.
2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	verification before payment can be processed; (ii). Dunn and Bradstreet (D&B) DUNS Number; (iii). Invoice date and invoice number; (iv). Agreement/Contract number, contract line item number and, if applicable, the order number; (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii). Terms of any discount for prompt payment offered; (viii). Remit to Address; (ix). Name, title, and phone number of person to resolve invoicing issues; (x). ICE program office designated on order/contract/agreement and (xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing) (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management. 3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.

(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

(iii) Use shredders when discarding paper documents containing Sensitive PII.

(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at

(b)(7)(E)

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

f for more information on and/or examples of Sensitive PII.

5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-[redacted] or by e-mail at [redacted]

The total amount of award: [redacted] The obligation for this award is shown in box 26.

Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database to support its criminal and immigration law enforcement missions. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE immigration enforcement personnel will query the LPR database using known license plate numbers associated with subjects of their immigration enforcement activities, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries will assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**
    - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office

of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and source of the record.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The Alert List function will include an automated capability that flags license plates for de-confliction.
- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
  - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
  - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
  - Date and time of query; and
  - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
(b)(7)(E)	[redacted]	[redacted]

C.6. Promotion of the Contract

The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.7. News Releases

News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.8. License Type

The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

Quality Assurance Surveillance Plan (QASP)
License Plate Reader (LPR) Data Service

NOTE: The Government reserves the right to revise or change the QASP as determined by the Government to ensure quality service and deliverables over the course of the contract.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The Contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

c. Other Key Government Personnel - Immigration and Customs Enforcement (ICE) National Fugitive Operations Program Headquarters Staff or Federal employees as designated by the COR and/or CO.

All Point of Contact's information will be released upon award.

3. PERFORMANCE STANDARDS

Performance standards define desired services. The Contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance

standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply to each month of performance.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
[redacted]		

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Government Documentation Criteria
LPR Data Service and Technical Support	4.11.1 4.11.2 4.11.4 4.11.5	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Overall Support Service	4.4 4.10	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the Transition In period.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Results of LPR Query	4.5.3 4.6.2	Length of time for Results of LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is available upon request to the Contracting Officer.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

_____

Signature – Contracting Officer's Representative

_____

Signature – Contracting Officer

ATTACHMENT 3:
TERMS AND CONDITIONS

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision.

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means.

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in.

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

52.212-1INSTRUCTIONS TO OFFERORS. COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show.

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to.

GSA Federal Supply Service Specifications Section
Suite [redacted]
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-[redacted]
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by.

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-[redacted] Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, [redacted] 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-266[redacted], Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2EVALUATION. COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Technical Approach
II. Past Performance
III. Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS. COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology".

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern".

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American.Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for

award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other _____.

(5) Common parent.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that.

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

FAR 52.212-4CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

☐ [Reserved]

☒ 52.204-14 Service Contract Reporting Requirements (OCT 2016)

☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

☐ [Reserved]

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

  ☐ Alternate I (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)

  ☐ Alternate I (JAN 2011)

☐ [Reserved]

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

  ☐ Alternate I (NOV 2011)

  ☐ Alternate II (NOV 2011)

☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

  ☐ Alternate I (OCT 1995)

  ☐ Alternate II (MAR 2004)

☒ 52.219-8 Utilization of Small Business Concerns (NOV 2016)

☐ 52.219-9 Small Business Subcontracting Plan (JAN 2017)

  ☐ Alternate I (NOV 2016)

  ☐ Alternate II (NOV 2016)

  ☐ Alternate III (NOV 2016)

  ☐ Alternate IV (NOV 2016)

☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

☒ 52.219-14 Limitations on Subcontracting (JAN 2017)

☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)

☐ 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☐ 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☒ 52.222-3 Convict Labor (JUN 2003)

☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)

☒ 52.222-21 Prohibition of Segregated Facilities (APR 2015)

☒ 52.222-26 Equal Opportunity (SEPT 2016)

☒ 52.222-35 Equal Opportunity for Veterans (OCT 2015)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

☒ 52.222-37 Employment Reports on Veterans (FEB 2016)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

☐ 52.222-50 Combating Trafficking in Persons (MAR 2015)

☐ Alternate I (MAR 2015)

☒ 52.222-54 Employment Eligibility Verification (OCT 2015)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

☐ Alternate I (MAY 2008)

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)

☐ 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)

☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)

☐ Alternate I (OCT 2015)

☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)

☐ Alternate I (JUNE 2014)

☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)

☐ Alternate I (JUNE 2014)

☒ 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ 52.223-20 Aerosols (JUN 2016)

☐ 52.223-21 Foams (JUN 2016)

☒ 52.224-3 Privacy Training (JAN 2017)

☐ Alternate 1 (JAN 2017)

☐ 52.225-1 Buy American – Supplies (MAY 2014)

☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)

☐ Alternate I (MAY 2014)

☐ Alternate II (MAY 2014)

☐ Alternate III (MAY 2014)

☒ 52.225-5 Trade Agreements (OCT 2016)

☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)

☐ 52.232-30 Installment Payments for Commercial Items (JAN 2017)

☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

☐ 52.232-36 Payment by Third Party (MAY 2014)

☐ 52.239-1 Privacy or Security Safeguards (AUG 1996)

☐ 52.242-5 Payments to Small Business Subcontractors (JAN 2017)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

☐ 52.222-41 Service Contract Labor Standards (MAY 2014)

☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)

☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

☐ 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)

☐ 52.237-11 Accepting and Dispensing of $1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

_X_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause—

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_X_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-71 Contractor Employee Access.

____Alternate I

__X_ Alternate II

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ 3052.219-70 Small Business Subcontracting Plan Reporting.

_X_ 3052.219-71 DHS Mentor Protégé Program.

I. HSAR Clause
3052.204-71 Contractor employee access (SEP 2012), and Alternate I
Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d)
Information Technology Security and Privacy Training (MAR 2015)

II. IGP Privacy and Records Provisions
PRIV 1.2: Reporting Suspected Loss of Sensitive PII
PRIV 1.3: Victim Remediation Provision

REC 1.2: Deliverables are the Property of the U.S. Government
REC 1.3: Contractor Shall Not Create or Maintain Unauthorized √Records
REC 1.4: Agency Owns Rights to Electronic Information
REC 1.5: Comply with All Records Management Policies√
REC 1.6: No Disposition of Documents without Prior Written Consent√
REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors

PRIV 1.2: Reporting Suspected Loss of Sensitive PII:
Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision:
The Contractor is responsible for notification of victims in the event of a loss or compromise of Sensitive PII, ***if any,*** held by the Contractor, its agents, and Subcontractors, under this contract. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to the query data it inputs into the LEARN database (e.g. Audit Logs, Searches, Hotlist, etc.) Notwithstanding the above, no title to Vigilant's LEARN database or software will transfer to ICE in the performance of the contract.

(End of clause)

REC 1.5: Comply with All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors
The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees
Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. *Reserved – Deleted in accordance with clause prescription*

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) ***Reserved – Deleted in accordance with clause prescription***

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy

concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

Attachment 5: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018	[redacted]			$ 245,000
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019				$ 2,100,000
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020				$ 2,205,000
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020				$ 1,543,488
			Total Estimated Price	$ 6,093,488
Additional Pricing Explanation: *Contract start date will be 12/21/2017; however, West billing is systematically				

Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Technical Response – Revision 2

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:
(b)(6),(b)(7)(C)

SUBMITTAL DATE:
December 22, 2017

SUBMITTED BY

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THOMSON REUTERS

Source Selection Sensitive
This document includes proprietary information that shall not be duplicated, used, or disclosed outside of DHS ICE—in whole or in part—for any purpose other than evaluating this proposal. This information is deemed proprietary because it contains pricing and confidential corporate information that is of critical value to Thomson Reuters and our partners in a highly competitive market.

Contents

INTRODUCTION 1

SECTION I – TECHNICAL APPROACH 2

C.4 RESPONSES TO PERFORMANCE REQUIREMENTS 2

Data Service Content/Scope 2

User Management and Support 5

Functional Requirements 7

Query Capabilities 7

Alert List Capabilities 10

Mobile Device Capabilities 12

Audit and Reporting Capabilities 13

C.5 IS NOT IDENTIFIED/INCLUDED IN THE STATEMENT OF WORK 16

C.6 PROMOTION OF THE CONTRACT 17

C.7 NEWS RELEASES 17

C.8 LICENSE TYPE 17

SECTION II – PAST PERFORMANCE 18

Introduction

Thomson Reuters has a long history of commitment to meeting the informational needs of the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), and we seek to maintain and expand that relationship in responding to the current Request for Quote for access to a License Plate Reader database.

Through the combination of comprehensive and reliable data, technology, and expertise in how public records and related information can benefit government objectives, Thomson Reuters, with our partner, Vigilant Solutions, is uniquely positioned to help ICE meet your agency's diverse challenges with our subscription services.

Based on conversations with ICE personnel about the specific investigative needs of ICE, Thomson Reuters can provide access to license plate reader data via a hyperlink to the LEARN platform through the CLEAR platform. Providing access to the data through CLEAR provides reassurance to ICE, by virtue of existing agreed-upon terms and auditing requirements, per agency mandate. This offer also provides access to LPR through Vigilant's LEARN platform, which is maintained and supported by Vigilant.

The Thomson Reuters CLEAR team has been successfully supporting DHS's investigative research needs and initiatives since the agency's inception. We are proud to support the DHS and look forward to continuing our long-standing partnership.

Section I – Technical Approach

C.4 Responses to Performance Requirements

In this section of our response, we respond directly to the Performance Requirements in the Statement of Work of the RFQ. The information presented here is considered proprietary and confidential.

DATA SERVICE CONTENT/SCOPE

We propose access to License Plate Reader (LPR) data via hyperlink from Thomson Reuters CLEAR to Vigilant Solutions' (Vigilant's) LEARN platform.

Requirement: The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.

Response: The offered LPR data is collected from various toll roads, parking lot/garages, repossession vehicles and law enforcement agencies nationwide.

Requirement: The LPR data service shall include substantial unique LPR detection records.

Response: Vigilant's database currently has hundreds of millions of unique detection records from commercial sources. Besides LPR records from commercial sources such as parking garages, tolls and asset recovery vehicles Vigilant also has a large network of local and state law enforcement agencies (LEAs) across the country. This network of LEAs has the ability to share their LPR records with ICE – regardless of their LPR hardware provider. All LEA detection records are the intellectual property of the LEA and all retention times and permissions on these records are set by those agencies. Vigilant only hosts and maintains those records.

Requirement: The LPR data service shall compile LPR records from at least 25 states and 24 of the top thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

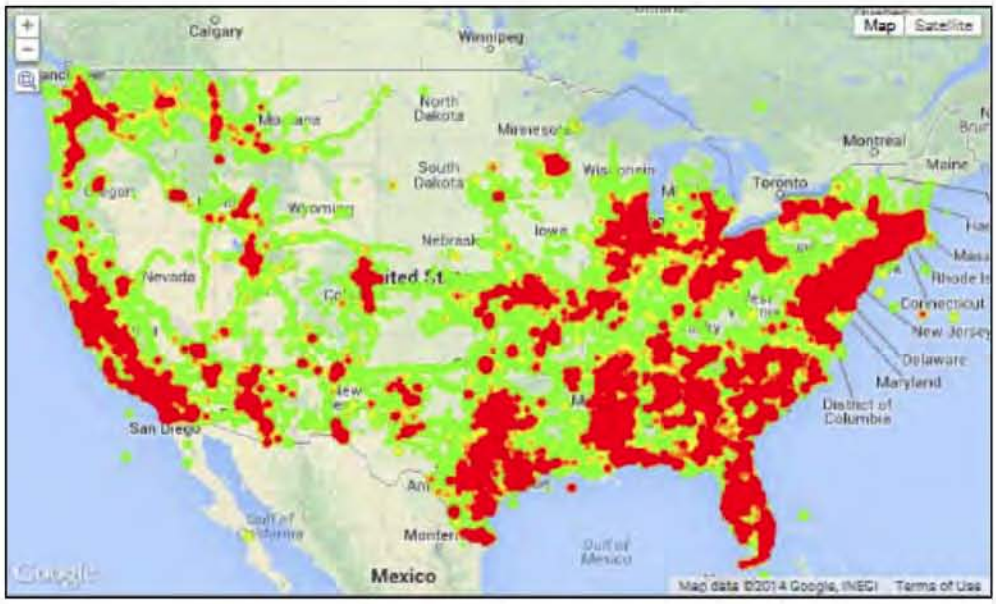
Response: Forty-seven (47) states, the District of Columbia, and Puerto Rico have commercial LPR scan records. (Hawaii, Maine, and Vermont do not.)

A list of the most populous 50 metropolitan areas in the US with commercial LPR data is provided below and exceeds the minimum requirement by DHS. Additional locations can be provided upon request.

Number	Metro Area
1	NewYork-NorthernNewJersey-LongIsland,NY-NJ-PA
2	LosAngeles-LongBeach-SantaAna,CA
3	Dallas-FortWorth-Arlington,TX
4	Chicago-Joliet-Naperville,IL-IN-WI
5	Houston-SugarLand-Baytown,TX
6	Washington-Arlington-Alexandria,DC-VA-MD-WV
7	Phoenix-Mesa-Glendale,AZ
8	Miami-FortLauderdale-PompanoBeach,FL
9	Riverside-SanBernardino-Ontario,CA
10	SanAntonio-NewBraunfels,TX
11	Baltimore-Towson,MD
12	SanDiego-Carlsbad-SanMarcos,CA
13	Atlanta-SandySprings-Marietta,GA
14	KansasCity,MO-KS
15	VirginiaBeach-Norfolk-NewportNews,VA-NC
16	SanFrancisco-Oakland-Fremont,CA
17	Austin-RoundRock-SanMarcos,TX
18	St.Louis,MO-IL
19	Cleveland-Elyria-Mentor,OH
20	Richmond,VA
21	Orlando-Kissimmee-Sanford,FL
22	LasVegas-Paradise,NV
23	Columbus,OH
24	Tampa-St.Petersburg-Clearwater,FL
25	Charlotte-Gastonia-RockHill,NC-SC
26	ElPaso,TX
27	Columbia,SC
28	Memphis,TN-MS-AR
29	Sacramento--Arden-Arcade--Roseville,CA
30	Seattle-Tacoma-Bellevue,WA
31	Cincinnati-Middletown,OH-KY-IN
32	McAllen-Edinburg-Mission,TX
33	Denver-Aurora-Broomfield,CO
34	Vallejo-Fairfield,CA
35	Philadelphia-Camden-Wilmington,PA-NJ-DE-MD
36	Charleston-NorthCharleston-Summerville,SC
37	Milwaukee-Waukesha-WestAllis,WI
38	Jackson,MS
39	SanJose-Sunnyvale-SantaClara,CA
40	Stockton,CA
41	Hartford-WestHartford-EastHartford,CT
42	Greenville-Mauldin-Easley,SC

43	Raleigh-Cary,NC
44	Bakersfield-Delano,CA
45	MyrtleBeach-NorthMyrtleBeach-Conway,SC
46	Minneapolis-St.Paul-Bloomington,MN-WI
47	Buffalo-NiagaraFalls,NY
48	NewHaven-Milford,CT
49	Bridgeport-Stamford-Norwalk,CT
50	Corpus Christi,TX

The map below shows the density and coverage of Vigilant's commercial LPR data. Red areas have higher concentrations followed by yellow and green.



Requirement: The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

Response: A summary of the number of unique records for each month over the last twelve (12) months is provided in the table below.

Month / Year	Unique Commercial Data Records
16-Dec	153,649,853
17-Jan	147,648,720
17-Feb	146,027,234
17-Mar	172,324,187
17-Apr	163,997,190
17-May	175,011,763
17-Jun	162,459,125
17-Jul	158,693,852

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



Requirement: The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

Response: All decisions regarding access to the system will be made at ICE in accordance with the CLEAR Administrator's Standard Operating Procedures Manual. LEARN access will require separate credentials and will be given to the users upon receipt of a user list from ICE. Authorized CLEAR users will have additional LEARN credentials generated. ICE may authorize only ICE users; ICE may not provide access to users from other agencies.

Requirement: Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

Response: ICE will assign their intended authorized users; no ORI will be needed.

Requirement: The ability to add new users or delete existing users within 24 business hours of ICE's request.

Response: To maintain consistency with the CLEAR contract, addition of new users or deletion of existing users will occur as soon as possible, but at no point longer than 24 business hours. Thomson Reuters will work with ICE regarding management of user population.

Requirement: Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

Response: The Thomson Reuters CLEAR contract includes a full-time Client Relationship Manager. Thomson Reuters will provide annual Agency Manager and System User training onsite at ICE facilities. User manuals will be provided as well as links to short videos uploaded to YouTube that demonstrate how to utilize some of the LEARN features. For CLEAR access, Thomson Reuters will also provide "Help Desk" support 24/7/365 via phone (877-242-1229), or support via email (clear@thomsonreuters.com).

Requirement: System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

Response:A "Forgot My Password" link will be included for users to reset any forgotten passwords upon any attempt to sign in. Customer support, including escalation, when appropriate regarding impact, will be available for other issues.

Requirement: Unlimited technical support to each user.

Response: Thomson Reuters will provide unlimited technical support 24/7 for each user of CLEAR. Vigilant will provide unlimited technical support 24/7 for each user of the LEARN platform.

Requirement: Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Response: CLEAR undergoes periodic updates for enhancements and updates. Thomson Reuters is certified to international standards, 27001 and 9001, assuring appropriate controls and processes to protect data and system integrity.

Vigilant will periodically update the user interface and mobile application. Besides regular updates to the software interfaces and mobile applications, Vigilant is committed to providing a top-tier hosting facility with Verio, a Microsoft Gold Certified Partner. This helps provide a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

FUNCTIONAL REQUIREMENTS

QUERY CAPABILITIES

Requirements: Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.

- The splash screen will appear at each logon event.
- The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
- The agency will provide the language for the splash screen content.

Response: Upon login to CLEAR, users must select from available options the applicable permissible use/purpose for the various regulations (e.g., DPPA). Included with direct access to the LEARN platform, Vigilant will provide a splash screen upon logging into the system that will describe the agency's permissible uses of the data and will require the user to affirmatively consent to these rules before proceeding. The ICE provided message will also be available via hyperlink.

Requirement: All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

Response: Included with direct access to the LEARN platform, we understand that all queries of the LPR data shall be based on a license plate number entered by the user. The data returned in response will be limited to the matches of that license plate number only within the specified period of time.

Requirement: The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

Response: The Vigilant user interface will allow a user to search only if a license plate is entered. (Specific functionality, e.g., Stakeout/Make-Model functionality, would need to be turned off in order to limit searching by license plate number only and to prevent searches by other methods.)

Requirement: The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

Response: Vigilant has a mandatory reason code field, and an optional free-text field of up to 255 characters. If awarded, Vigilant will make this a mandatory audit screen that the user must populate prior to any query. The audit screen includes the name of the requestor, case number, reason code, and the free-text field.

Requirement: The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

Response: Vigilant will require a user to indicate who is requesting the query. All information will be stored in audit logs.

Requirement: The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

Response: Vigilant will provide a free-text field of up to 255 characters for user to enter notes. This feature can be made mandatory for all queries or reports.

Requirement: The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).

- The query interface will have a field for the user to select or input the appropriate timeframe for the query.
- The system will display results only for LPR detection records within that timeframe

(e.g., only for the last 5 years).

- The system shall not run a query that lacks a time frame entered by the user.

Response: The LPR query will be limited to a time frame consistent with agency policy, e.g., five (5) years. The system also will block any queries that lack a time frame.

Requirement: The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

Response: The LEARN platform solution will provide direct query index look-ups. For example, plate ABC123 will always return records tagged as plate ABC123. We are 100% correct due to data being statically indexed by exact plate numbers. Note: While indexes are statically created, the image analysis to create the static index is still subject to an accuracy of less than 98% due to a number of items such as angle of LPR cameras, impacted snow on the plate, bent/damaged plate, partially obstructed view of plates, heavy snow or rain, etc.

Requirement: To ensure accuracy of information, the response to a query must include at least two photos on all hits.

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

- Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and sources of the record.

Response: In the LEARN platform, LPR cameras do not use visible light, such as a flashlight. The vehicles make, model, or color at night can be hard to identify. This is true for all LPR records in low ambient light conditions, which we cannot control. To help identify vehicles at night, Vigilant has developed a way to populate a daytime image within a nighttime image of a vehicle if the vehicle has been scanned during the day, so the user can quickly identify and confirm vehicle make, model, and color. In most states we can also identify vehicle make and model, by using additional information gathered from CarFax that is seamlessly integrated into the software. Although we can help identify a large number of nighttime records, we cannot do so for 100% of the records due to these circumstances, although a very high percentage can be identified with even nighttime images.

All LPR records will include two (2) images (one of the vehicle and one of the license plate). Printable reports will include images, Google map, Google satellite image, nearest address, nearest intersection, GPS coordinates and source of the record.

Requirement: The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

Response: Vigilant will insert a "misread" button on the detection view, which will generate a notification to Vigilant personnel. Vigilant will not modify data owned by third parties (e.g., plate images, third-party queries), because that data is the property of the collecting agency.

Requirement: The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

Response: Thomson Reuters and Vigilant value the trust placed in us by ICE and will not use or disclose any DHS information to other customers, business partners, or other individuals or entities. DHS will have the ability to accept additional LPR data that is collected by local and state law enforcement agencies across the country who are already Vigilant customers and reside on the LEARN hosted server. This could provide hundreds of millions more LPR scans available for ICE to search. Currently there are almost 500 million detection records that are collected by local and state LEAs. All shared LEA records are the intellectual property of the respective LEAs. Vigilant cannot edit or modify these records should there be a misread. If ICE accepts the LPR records from the LEAs, ICE does not have to share anything in return. All sharing controls are set, monitored, and maintained by ICE Agency Managers.

Requirement: The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Response: ICE's query data will not be used for commercial purpose by Thomson Reuters or Vigilant. Queries submitted by ICE will be stored only to maintain an audit log for the applicable platform.

ALERT LIST CAPABILITIES

Requirement: The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

Response: Included with direct access to the LEARN platform, Vigilant will provide an "Alert List" feature called "Hot-Plate". The hot-plate will be saved within the LEARN system and be compared to new records as they are loaded into the system's database. Any matches will generate a near real-time alert notification to the users with permissions to the hot-plate record.

Requirement: The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to share Alert Lists notifications between ICE users.

Requirement: The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or - entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in

the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to automatically match new detections against a user uploaded alert list. The notification will provide maps, images, GPS, date, time, and nearest address and cross street. The notification can be sent to multiple ICE users that are sharing the alert list for the specific investigations. DPPA applies only to the release of personal information from a state's department of motor vehicle (DMV) records. Vigilant's system does not interfere with DMV records. ICE may insert any information in the alert list. Subsequently, the data fields that may contain PII information are encrypted with AES256 encryption at rest, and only the owner of those records may see the values entered.

Requirement: The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose/investigation/operation for which the query was performed.

Response: Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make , model, color, and a reason code as a custom field and a comments section of up to 255 characters or less. Per ICE requirement, the mandatory fields for a single query (i.e., plate number, state, reason code, and free-text field) also will be mandatory for the alert list. The allowable number of alert list records per the system significantly exceeds the requirements of DHS, but ICE may dictate the maximum number of records allowable by their users.

Requirement: The Alert List function will include an automated capability that flags license plates for deconfliction.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to establish Alert List submissions, perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate. When a Hot-Plate is uploaded and it matches a record containing the same License Plate Number, State ID, Alert Type, Hot-List Source, and Agency Name, the user will be notified via a pop-up notice to contact the initial user who entered the identical record. The user will have the option to override the record or to cancel the upload. If warded, Vigilant will add an option for other agencies to allow their uploaded hot-plates to be used for deconfliction purposes by ICE, based solely on License Plate and State ID. Conversely, state and local LEAs will not know that ICE has a plate on an alert list.

Requirement: License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a

normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

Response: Included with access on the LEARN platform, any LPR detection matching an ICE Alert List will return to the iOS application, alerting authorized users of a positive match. All detections will be uploaded into LEARN for future reference or investigation by ICE. Vigilant will preserve commercial records indefinitely. Note that commercial data does not include query audit information, which is property of the government.

Requirement: Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will provide an ability to load an alert list with a one (1) year expiration time frame. Vigilant can implement an automatic one-year expiration for all alert records entered into the ICE account.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Included with access to the LEARN platform, all alert list activity will be captured for auditing reports and will include user name, date, time, reason code, notes, license plate number entry, deletion, renewal, and expiration from alert list.

Requirement: The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List, whichever happens first.

Response: Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list. Audit records are not altered when an alert plate expires.

MOBILE DEVICE CAPABILITIES

Requirement: The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

- Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant Mobile Companion software for iOS devices will allow a user to query the LPR database and return alerts for positive matches to a user-loaded alert list. The application will delete any saved data on the device after 60 days.

Requirement: The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Response: Thomson Reuters will coordinate with Vigilant and ICE regarding compliance of Vigilant's mobile application with any applicable privacy assessment prior to use.

AUDIT AND REPORTING CAPABILITIES

Requirement: The vendor shall generate an immutable audit log in electronic form that chronicles the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
- Date and time of query; and
- Results of the query.

Response: Available with access to the LEARN platform, any action on Vigilant's LEARN web interface or mobile application shall be fully auditable and shall not be disabled by the user. Vigilant maintains a complete audit record of every transaction, including date, time, user, IP address, and query parameters sufficient to reproduce the exact query. Audit records are property of ICE. The audit record contains information sufficient to reproduce the query, but the data returned by the query at a later time may produce different results due to LEA retention policies. LPR detection data belonging to Vigilant is held indefinitely and will always be returned by the query.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Batch query for alert lists requires the user to enter License Plate, State of Registration, Alert Type, and Upload Reason Code on Audit. ICE would have the ability to add requirements if they choose. Available with access to the LEARN platform, all Alert List activity shall be audited to capture user name, date and time, reason code, and user notes associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Requirement: The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon

request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

Response: Thomson Reuters will coordinate with Vigilant to provide requested audit reports. All reports can be exported in PDF format. Exact technical requirements and format for the audit report will be negotiated after contract award.

Requirement: The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

Response: Upon request, Vigilant shall retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to a user activity on the system for internal investigations and oversight.

Requirement: The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

Response: Neither Thomson Reuters nor Vigilant will use any audit trail data for any purpose other than those specified and authorized in the contract.

Requirement: The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

Response: With access to the LEARN platform, Vigilant can provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any time frame.

Requirement: The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

Response: With access to the LEARN platform, Vigilant will maintain audit logs for seven (7) years. Vigilant considers audit records as the property of the applicable law enforcement agency, in this instance, ICE. Vigilant does not access these records except under direction by the customer for purposes of customer support and does not share audit logs with any outside entities including law enforcement. If the contract is terminated, Vigilant will export/transfer any alert list data in machine-readable format to any storage medium or location specified by ICE. This transfer will occur within thirty (30) days of contract end.

Requirement: The vendor shall meet the following Key Performance Parameters (KPPs)/QCP		
Metric	**Unit of Measure**	**Minimum**
[redacted]		

Response: Vigilant Solutions, Inc. has created a service that allows Law Enforcement Agencies the ability to utilize online License Plate Recognition (LPR) services and Data analytics for the purposes of research and investigations. This service requires strict up-time requirements, and this Quality Control Plan is intended to define how they will be calculated. Vigilant Solutions has a reliable track record of uptime; however, we cannot guarantee > 99% uptime. With the exception of scheduled outages, LEARN Hosted LPR Services will be accessible 24/7/365. We agree that downtime shall not eclipse (4) hours in any given month, with the exception of major upgrades or system migrations. We agree that the mean time between failures (MTBF) will not exceed a mean of 4,000 hours between failures. Vigilant's average LPR Query Response Time for a Single exact Plate is reliably fast; however, we cannot guarantee </= 5 seconds for each single search. For instance, quick response times for queries are contingent upon satisfactory internet connectivity, for which Vigilant does not have control in the ICE environment.

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- Certified Information System Security Professional (CISSP)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Internetwork Expert (CCIE)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Associate (CCDA)
- CompTIA A+, CompTIA i-Net+, CompTIA Security+
- Sun Certified System Administrator (SCSA)
- Microsoft Certified Systems Administrator (MCSA)
- Alteon Certified Administrator
- Solaris 8 System Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Red Hat Certified Engineer (RHCE)
- Microsoft Certified Professional (MCP)

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant's commitment to providing a top-tier hosting facility providing quality control. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality

Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

Uptime for LEARN Services:

In order to validate and track the uptime for LEARN Services, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the LEARN Average Uptime each month and after any outage (percentage). The calculation and recording of data will be defined on a revolving (12) month cycle. The data will be stored on an internal online document and made available upon request.

LEARN scheduled downtime:

In order to validate and track the LEARN scheduled downtime, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the total LEARN scheduled downtime each month (hours). The calculation and recording of data will be defined on a revolving month cycle. The data will be stored on an internal online document and made available upon request.

Mean time between failure (MTBF):

In order to validate and track the Mean time between failure (MTBF), Vigilant will record and calculate the Date-Time since last failure of LEARN services. The calculation will be based on operation time (hours) between when services became in a non-failed state to when services became in a subsequent failed state or current Date-Time. Vigilant will then calculate the mean time (hours) and base it on a revolving 12-month cycle. The data will be stored on an internal online document and made available upon request.

LPR Query Response Time (Single Plate):

In order to validate and track the LPR Query Response Time (Single Plate), Vigilant will record and calculate the 'Response Time' for each single plate query using our Plate-Search logging utility. The calculation will be based on when the LEARN Web Server(s) receives the plate request and delta in (seconds) between when LEARN Web Server begins to post LPR data. We must calculate the average time (seconds) on a revolving 12-month cycle with a calculation generated daily. The calculation will be based upon the entire LEARN spectrum for 'Plate-Search' functionality only and not user-specific queries. The data will be stored on an internal online document and made available upon request.

Thomson Reuters CLEAR:

While CLEAR's performance and reliability are typically consistent with the Key Performance Measures, West does not guarantee service levels.

Penalty/Withholding

Neither Thomson Reuters nor Vigilant agree to penalty or withholding of payment regarding performance measures.

C.5 is not identified/included in the Statement of Work

C.5 is not an identified/included item in the Statement of Work.

C.6 Promotion of the Contract

Requirement: The vendor may promote this contract to current ICE employees during the life of the contract. The offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

Any promotion of the contract to ICE employees or discussion about its capabilities will be within the parameters described in the RFQ and conducted within the normal course of business for Thomson Reuters.

C.7 News Releases

Requirement: News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

Thomson Reuters does not anticipate news releases, but would comply with the requirements for ICE approval.

C.8 License Type

Requirement: The vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The vendor shall not provide a named user license.

The CLEAR license granted for access to LPR is valid for up to the authorized number of ICE users. ICE may add or remove users within the applicable user limit for the offer. See the Additional Users provision in the terms below for information about adding users beyond the applicable offer limit.

Section II – Past Performance

Thomson Reuters considers our customer contracts proprietary, but we offer details of the current contract with DHS ICE as evidence of our past performance:

Reference	Required Information
Agency Name	Department of Homeland Security – Immigration & Customs Enforcement – Enforcement & Removal Operations and Homeland Security Investigations
Name/title of contact person	Contracting Officer: [redacted] Management/Program Analyst: [redacted]
Customer Contact Phone	(202) 732 [redacted]
Customer Contact Email Address	[redacted]
Contract Number	HSCEMD-16-F-00003/ HSCEMD-17-F-0008
Contract Start Date	10/1/2015
Contract End Date	9/30/2020
Total Contract Value (including all options)	(b)(4)
Brief Description of Contract Requirements	CLEAR with Web Analytics, with person and phone batch searching capabilities, Real Time Incarceration and Arrest Records, and World-Check (HSI only)
Client Manager (or person reaching out to customer)	[redacted] 443-622-[redacted]

From: (b)(6);(b)(7)(C)
To: # SFR ERO SNJ USERS
Subject: License Plate Recognition Access for ERO
Date: Thursday, February 8, 2018 8:56:28 AM

All,

Good News!!
Over the next couple days, all active registered users of CLEAR will be receiving access to LEARN, which is a License Plate Recognition database powered by Vigilant Solutions. This access will be granted through a registration email sent (most likely) by (b)(6);(b)(7)(C) entitled "LEARN access & Training Resources…"
Some of you may have already received this email.

As the CLEAR admin, I will also be the LEARN admin, so if you have any issues with your account, let me know.

(b)(6);(b)(7)(C)
Supervisory Detention and Deportation Officer
Department of Homeland Security / ICE / San Jose Sub Office
408-776(b)(6); Desk
415-716(b)(7)(Cell
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To: # SFR ERO SNJ USERS
Subject: RE: License Plate Recognition Access for ERO
Date: Thursday, February 8, 2018 2:35:14 PM
Attachments: Participant Guide.doc

Here is more information and some training guides on how to use Vigilant. I put the information on our Share drive under Fugops, file name is NCRIC ALPR Class Files. If anyone need some assistance on using Vigilant let me know.

(b)(7)(E)

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 8, 2018 8:56 AM
To: # SFR ERO SNJ USERS
Subject: License Plate Recognition Access for ERO

All,

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Some of you may have already received this email.

As the CLEAR admin, I will also be the LEARN admin, so if you have any issues with your account, let me know.

(b)(6);(b)(7)(C)
Supervisory Detention and Deportation Officer
Department of Homeland Security / ICE / San Jose Sub Office
408-776-(b)(6) Desk
415-716-(b)(7) Cell
(b)(6);(b)(7)(C)

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From:	SFR-ERO-Tasking
To:	#ERO SAN FRAN FLD OFC
Subject:	FW: License Plate Reader Guidance
Date:	Thursday, February 22, 2018 3:33:00 PM
Attachments:	LPR Guidance (signed 12 27 2017).pdf

From: ERO Taskings
Sent: Thursday, February 22, 2018 2:18 PM
Subject: License Plate Reader Guidance

This message is sent on behalf of Corey A. Price, Assistant Director for Enforcement, with the concurrence of Nathalie R. Asher, Acting Assistant Director for Field Operations:

To: **Field Office Directors, Deputy Field Office Directors, and Assistant Field Office Directors**

Subject: **License Plate Reader Guidance**

Recently, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) added License Plate Reader (LPR) database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system.

The ICE Office of Information Governance and Privacy (IGP) has issued the attached Privacy Guidance on Agency Access to and Use of LPR Data and Technology (a/k/a, LPR guidance). The purpose of this LPR guidance is to codify rules of behavior around previously-contemplated ICE uses of LPR data and technology. This guidance will serve on an interim basis until the publication of an ICE directive.

The LPR guidance is also available on the IGP Intranet site at
(b)(7)(E)

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use this information. Please inform the sender that you received this message in error and delete the message from your system.

From: (b)(6);(b)(7)(C)
To:
Cc:
Subject: FW: License Plate Reader Database access available through the CLEAR database on January 30, 2018
Date: Tuesday, January 30, 2018 1:00:51 PM

FYI

(b)(6);(b)(7)(C)
Assistant Field Office Director
Non-Detained/ATD/OSUP units
300 N. Los Angeles ST, (b)(6);(b)(7)(C)
Los Angeles, CA 90012
(213) 830-(b)(6);(

From: (b)(6);(b)(7)(C) **On Behalf Of** Los Angeles Statistics and Taskings Unit
Sent: Tuesday, January 30, 2018 9:11 AM
(b)(6);(b)(7)(C)
Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

To: AFODs/(a)AFODs

Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

Enforcement and Removal Operations (ERO) has added License Plate Reader database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system. All authorized ERO users who utilize the CLEAR system now have access to Vigilant Solutions commercial License Plate Reader data, housed in their Law Enforcement Archival & Reporting Network (LEARN).

The Vigilant Solutions License Plate Reader database stores vehicle license plate numbers that are recorded from cameras equipped with License Plate Reader technology from a variety of governmental and private sources. ICE does not contribute data to the commercial License Plate Reader database.

All ICE queries of this database service will be based on known license plate numbers. ICE users will not take any enforcement action against an individual based solely on the results of the query. Rather, ICE users will corroborate this information by querying other government systems to ensure that they have the most complete, accurate, and up-to-date information to generate leads.

It is anticipated that ICE users will be able to access LEARN via a link in the CLEAR system on Tuesday, January 30, 2018. Thomson Reuters Special Services (TRSS)/Vigilant will send

emails to current users with their credentials along with user guides. An iPhone mobile application is forthcoming. Prior to logging into the system, the user must concur with the agency's permissible uses of the system and affirmatively consent to these rules before proceeding further.

Potential Questions:
Q: What is LEARN License Plate Recognition?
A: Access to LEARN via CLEAR will provide users with the information on individual license plates/vehicles to assist in investigations. Users will be able to see where a license plate has been within a specified timeframe.

Q: What's my user id and password?
A: Users will have a user name and password that is separate and distinct from his/her CLEAR password. Each user will receive an email from TRSS/Vigilant with credentials. Each user's username is generally the email he/she used to register with CLEAR. The temporary password will be (b)(7)(E) Users MUST change this password upon first login. (Ex: username: (b)(6);(b)(7)(C) password: (b)(7)(E)

Q: Where are my credentials? My colleague received hers already. Where are mine?
A: All credentials will be provided as soon as they are available and likely by the end of the week of January 29th. If credentials are not received by Monday, February 12th, please email (b)(6);(b)(7)(C) to troubleshoot.

Q:How do I login?
A: Users must log into LEARN via CLEAR www.clear.thomsonreuters.com.

Q: How do I use the platform?
A: A user guide will be provided as soon as possible, but in the meantime, please attend a WebEx session. A list of available sessions will be sent with user credentials. Please register for a session. In addition, in-person sessions will be scheduled at the field offices throughout 2018.

For those that need access to CLEAR and LEARN, please request access from your local CLEAR administrator.

Thank you,

(b)(6);(b)(7)(C)
Deportation Officer
U.S. Department of Homeland Security
Immigration and Customs Enforcement
Los Angeles Statistics and Taskings Unit
606 S. Olive Street,(b)(6);(b)(7)(C)
Los Angeles, CA 90014
Office: 213-633-(b)(6);(b)(7
Cell: 213-200-(b)(6);(

From: (b)(6);(b)(7)(C)
To:
Cc:
Subject: FW: License Plate Reader Guidance
Date: Thursday, February 22, 2018 4:54:50 PM
Attachments: LPR Guidance (signed 12 27 2017).pdf
image001.jpg

FYI

(b)(6);(b)(7)(C)
Assistant Field Office Director
Non-Detained/ATD/OSUP units
300 N. Los Angeles ST, (b)(6);(b)(7)(C)
Los Angeles, CA 90012
(213) 830-(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C) **On Behalf Of** Los Angeles Statistics and Taskings Unit
Sent: Thursday, February 22, 2018 4:48 PM
(b)(6);(b)(7)(C)
Subject: License Plate Reader Guidance

To: **AFODs**

Subject: **License Plate Reader Guidance**

Recently, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) added License Plate Reader (LPR) database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system.

The ICE Office of Information Governance and Privacy (IGP) has issued the attached Privacy Guidance on Agency Access to and Use of LPR Data and Technology (a/k/a, LPR guidance). The purpose of this LPR guidance is to codify rules of behavior around previously-contemplated ICE uses of LPR data and technology. This guidance will serve on an interim basis until the publication of an ICE directive.

The LPR guidance is also available on the IGP Intranet site at
(b)(7)(E)

Thank you,

(b)(6);(b)(7)(C)
Deportation Officer

Department of Homeland Security/ICE/ERO
Los Angeles Statistics & Tasking Unit
606 S. Olive St. 9(b)(6);(b)(7)(C)
Los Angeles, CA 90014
Office: (213) 633-4(b)(6);(
Fax: (213) 633-4460


From: (b)(6);(b)(7)(C)
To:
Subject: LEARN access & Training Resources - Make Vital Vehicle Connections To Accelerate Your Investigations
Date: Friday, February 9, 2018 6:49:52 AM

Welcome to the newest addition to CLEAR - License Plate Recognition via LEARN

You NOW have access to license plate recognition capabilities within CLEAR for use as part of an investigation or evaluation.

To log in, follow the steps below:

1) Log into CLEAR at www.clear.thomsonreuters.com.
2) Under the VEHICLE search tab, click "**Click Here for Vigilant Solutions LEARN**"
3) Enter the LEARN credentials listed below (these are separate from your CLEAR credentials)
    a. Username: (b)(6);(b)(7)(C)
    b. Temporary password: (b)(7)(E)

This temporary password must be reset upon login. Enter (b)(7)(E) in the current password prompt.

If you have LEARN platform password questions/issues, please contact support@vigilantsolutions.com or 925-398-2079 for assistance.

Relying on CLEAR's collection of public and proprietary records on people, assets, businesses, affiliations and other critical information, in combination with Vigilant's commercial LPR database of more than 6 billion vehicle detections, DHS will now have a potent new solution in CLEAR LPR to augment investigations.

License Plate Recognition offers a live gateway of Vigilant commercial license plate data to determine vehicle locations from within the LEARN platform.
In addition, the search offers an individual vehicle search by License Plate so you can search for more information.

TRAINING RESOURCES – WEBEX TRAINING AVAILABLE
Join us for a brief introduction to the LEARN platform. Click on the links below to register and receive an email with a link to the WebEx meeting. Registration is required, but there is no need to register for more than one session. There is an attendee maximum per session; if a listed session is shown as full, please select another session to attend.

Please note that due to the number of registrants and sessions, I am unable to provide WebEx support/assistance. Please contact your help desk with any problems connecting to the WebEx.

Day	Date	Time (all times ET)	Registration Required - click link to register
Friday	2/9/2018	10:00 AM	2/9/18 10:00AM
Friday	2/9/2018	1:30 PM	2/9/18 1:30PM

Friday	2/9/2018	3:00 PM	2/9/18 3:00PM
Monday	2/12/2018	12:00 NOON	2/12/18 12 NOON
Monday	2/12/2018	3:00 PM	2/12/18 3:00PM
Tuesday	2/13/2018	9:00 AM	2/13/18 9:00AM
Tuesday	2/13/2018	11:00 AM	2/13/18 11:00AM
Tuesday	2/13/2018	1:00 PM	2/13/18 1:00PM
Thursday	2/15/2018	8:30 AM	2/15/18 8:30AM
Thursday	2/15/2018	10:00 AM	2/15/18 10:00AM
Thursday	2/15/2018	1:30 PM	2/15/18 1:30PM
Thursday	2/15/2018	4:00 PM	2/15/18 4:00PM
Friday	2/16/2018	8:00 AM	2/16/18 8:00AM
Friday	2/16/2018	10:30 AM	2/16/18 10:30AM
Friday	2/16/2018	12:30 PM	2/16/18 12:30PM
Friday	2/16/2018	3:00 PM	2/16/18 3:00PM

Additional future training – There will be WebEx's available throughout the month of February, as well as on the 1st and 3rd Thursday of every month starting March 1st at www.clear.webex.com. There will also be in person sessions at locations across the country throughout the year.

User Guide: A user guide will be available by the end of February. If not received by that time, please email LEARNSupport@trssllc.com for the latest user guide.

If you have any additional questions, please do not hesitate to contact us at LEARNSupport@trssllc.com.

From: (b)(6);(b)(7)(C)
Sent: 10 May 2018 20:24:24 +0000
To: Catherine Wahl
Subject: CLEAR LPR Administrator Reference: Adding Data from non-ICE sources
Attachments: DHS ICE CLEAR LPR - Receiving Data from Outside ICE.pdf

Thank you to those who were able to join me on the WebEx sessions yesterday and today. We're excited about the additional data that may now be available to ICE.

For those you who were unable to attend, I've attached a step-by-step guide (with pictures!) to initiate LPR detection sharing from agencies outside of ICE within the LEARN platform. For those of you on the calls who received this document already, nothing has changed in this version.

As always, please feel free to contact me with any questions you may have. I'd be glad to walk you through the process or answer any additional questions.

Kind regards,

(b)(6);(b)(7)(

LICENSE PLATE READER (LPR) DATA FROM OUTSIDE OF ICE

Table of Contents

I. General Rules and Guidelines....1
II. Definitions....2
III. General Settings....3
IV. Requesting LPR Detections from law enforcement agencies....4
V. Receiving LPR Detections from law enforcement agencies....6
VI. Discontinuing Sharing of LPR detections....7

I. General Rules and Guidelines

Immigration and Customs Enforcement (ICE) ICE LEARN administrators are now able to "share" data or accept information ***from*** law enforcement.

Per the contract, there are a few basic principles that must be followed:

- **At no time is ICE able to provide data of any kind *to* non-ICE law enforcement.** This includes LPR detection records and Hot List records.
- Only agency administrators can request or accept shares.
- Once an agency shares data with ICE, all ICE LPR users will have access to that data. The provider of the data may choose to stop sharing data with ICE at any time.
- Receiving information about other law enforcement agency Hot Lists is not permitted.

II. Definitions

Data Sharing: allows your agency data, including Detections and Hot-List records, to be shared with other agencies on the LEARN server.

NVLS: Contribute Detections to the National Vehicle Location Service (NVLS) nationwide LPR data sharing program. (not permitted under ICE contract)

LPRD: Contribute Detections to the License Plate Recognition Data (LPRD) program funded by the Department of Justice. (not permitted under ICE contract)

Share data with external LEARN servers: Allow the LPR Detections from your Agency to be searched by other external LEARN servers (No sensitive data will be made available). (not permitted under ICE contract)

Share Detections and Hot-List records with other Agencies: Select the Agencies on this LPR server to share LPR Detections with Set permissions to share select Hot-Lists by Source. (not permitted under ICE contract)

National LPR Data Sharing Map: The map (Figure 1 below) represents a list of Law Enforcement Agencies using LPR technologies. When logged into LEARN, click on a representing 'Pin' mark and facilitate LPR data sharing by contacting the Agency Manager.



Figure 1: List of Law Enforcement Agencies Who May Provide Data to LEARN (as of May 2018)

III. General Settings

Please follow the instructions and settings below to ensure compliance with ICE's contractual requirements to refrain from contributing to a law enforcement database.

Step 1: (b)(7)(E)

Step 2:

(b)(7)(E)

Step 3: (b)(7)(E)

(b)(7)(E)

Step 4: (b)(7)(E)

(b)(7)(E)

(b)(7)(E)

IV. Requesting LPR Detections from law enforcement agencies

Step 1: (b)(7)(E)

Step 2:

(b)(7)(E)

Step 3: (b)(7)(E)

(b)(7)(E)

Step 4: (b)(7)(E)

(b)(7)(E)

Step 5: (b)(7)(E)

(b)(7)(E)

(b)(7)(E)

Step 6: (b)(7)(E)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E)

Step 7: (b)(7)(E)

(b)(7)(E)

Step 8: (b)(7)(E)

(b)(7)(E)

(b)(7)(E)

Step 9: (b)(7)(E)

(b)(7)(E)

V. Instructions for Accepting Share Requests

Step 1: (b)(7)(E)

Step 2:

(b)(7)(E)

Step 3: (b)(7)(E)

(b)(7)(E)

Step 4: (b)(7)(E)

(b)(7)(E)

Step 5: (b)(7)(E)

(b)(7)(E)

Step 6: (b)(7)(E)

(b)(7)(E)

VI. Discontinuing Sharing

If ICE would like to discontinue its receipt of information from another law enforcement agency, please follow the steps below.

Step 1: (b)(7)(E)

Step 2: (b)(7)(E)

Step 3: (b)(7)(E) (b)(7)(E)

Step 4: (b)(7)(E) (b)(7)(E)

Step 5: (b)(7)(E) (b)(7)(E)

Step 6: (b)(7)(E) (b)(7)(E)

Questions?

If you have additional questions regarding Data Sharing, please contact support@vigilantsolutions.com or 925-398-2079. You may also contact DHS' CLEAR account manager (b)(6),(b)(7)(C) at learnsupport@trssllc.com.

From: ERO Taskings
Subject: ERO February 2015 Update
Date: Thursday, February 5, 2015 1:32:37 PM

The following message is being sent by Thomas Homan, Executive Associate Director (EAD), Enforcement and Removal Operations (ERO)

To: All ERO Employees

Subject: ERO February 2015 Update

As we continue into 2015, I want to thank you all for your tremendous work in the face of challenge, and the dedication with which you have continued to carry out our mission. Despite the strain on resources resulting from the increase in unaccompanied children and family units arriving at our Southwest Border and adjustments in order to implement the recent Executive Actions, I am proud to say that ERO personnel have continued to perform in a manner that makes me exceptionally proud. I am confident that you will continue the outstanding work in order to enforce our immigration laws and uphold ERO's values.

In this message, I want to tell you about some of our accomplishments as a program, and to keep you informed about a few things you may expect in the coming months.

Immigration Enforcement Priorities Training
As you are aware, ERO law enforcement personnel, as well as Homeland Security Investigations (HSI) law enforcement personnel and Office of the Principal Legal Advisor attorneys, were required to complete the training on the immigration enforcement priorities on the ICE Virtual University (VU) by January 16, 2015. This training has been one of Secretary Johnson's top priorities. I want to thank you all for such a quick response and for stepping up and completing this important training on short notice. Despite all of your other mission critical work, you led DHS Components responsible for this training by receiving nearly 100 percent completion in a very short period.

National Vehicle Location Service
ERO has been actively pursuing authorization to utilize existing license plate reader databases since a prior Request for Proposals (RFP) was cancelled in February 2014. ERO Headquarters management has been working diligently since the cancellation, in a continued effort to move this very important initiative forward. It has been a long and complicated process, requiring a great deal of external communication to clearly convey the purpose and importance of access to these databases. During this time, we have also worked closely with HSI, whose access to these databases was suspended, as well. Additionally, in order to obtain approval to re-issue this solicitation, ERO has collaborated with senior leaders in ICE Privacy, DHS Office of Civil Rights and Civil Liberties (CRCL), DHS Office of Legislative Affairs, and the Office of the Secretary on several key components, including a Privacy Impact Assessment, draft policy and training, Congressional outreach, discussions with various NGOs, and the development of a public affairs strategy. Late last Calendar Year, the Department authorized ICE to proceed with a new RFP. We are now working to complete this draft RFP, which we hope will be issued in the near future. We recognize that this is a valuable investigative tool and is much needed by our field law enforcement officers. I assure you that I will continue to work hard to acquire this and other tools and authorities we need to do our job.

Operation Cross Check VI
Operation Cross Check VI (CCVI), scheduled to take place in March 2015, will seek to locate and arrest more than 3,000 Priority 1 and 2 criminal aliens in the United States. Since our first large-scale Cross Check operation in 2009, ERO has conducted seven regional and five national Cross Check operations, which have resulted in the arrest of more than 15,000 convicted criminal aliens, ICE fugitives, and repeat immigration violators. I look forward to another highly successful enforcement operation, and one which will not only uphold our enforcement priorities, but also help to keep dangerous criminals off our streets and make our communities safer.

Continued Cooperation with INTERPOL
ERO's work through INTERPOL continues to realize record-breaking success. Last year, ERO's identification of foreign fugitives, both at-large and in custody, resulted in 288 arrests, setting a record for the fourth consecutive year. ERO is further increasing its collaboration with INTERPOL to identify aliens wanted for crimes abroad as well as human rights violators and foreign fighters. ERO will soon be establishing a permanent presence at INTERPOL to support transnational immigration enforcement for all of ICE, and is currently in the early stages of planning a joint Cross Check-style surge operation with the U.S. Marshals Service to identify up to approximately 100 removable aliens in the U.S. who are wanted for crimes in other countries. I am so proud of this work and am grateful for the men and women who make it possible.

Special Purpose Purchase Cards
In response to issues raised by employees and brought to my attention by the National Union, I am pleased to inform you that ERO has been able to secure special purpose purchase cards for each field office for the purpose of paying detainee expenses while on travel status, rather than agents/officers having to purchase meals or other needed items from their personal funds and requesting reimbursement. A message was sent last week to Field Office Directors that provided instruction on how to begin receiving the cards and encouraged their use to benefit escorting agents/officers.

ERO Most Wanted
Over the last approximately two years, the great work of ERO in the field, together with investigative support from the Fugitive Operations Support Center, has resulted in the arrest and/or removal of seven of ERO's Most Wanted Fugitives. These successes demonstrate ERO's vital role in contributing to public safety across the country by removing the most egregious offenders. In the coming months, ERO will continue to pursue Most Wanted Fugitives, as well as other offenders who represent a threat to national security or the general public, in line with our stated enforcement priorities. The National Fugitive Operations Program has identified new most egregious cases and will work with the ICE Office of Public Affairs to conduct nationwide outreach and will seek the help of our law enforcement partners, while our officers in the field serve a front-line role.

In closing, thanks again for all that you do for ERO and continue to keep up the great work as we continue into 2015. One mission, one team.

Tom Homan
Executive Associate Director
Enforcement and Removal Operations

ERO Special Purpose Program Office Managers

Atlanta	(b)(6);(b)(7)(C)
Baltimore	
Boston	
Buffalo	
Chicago	
Dallas	
Denver	
Detroit	
El Paso	
Houston	
Los Angeles	
Miami	
Newark	
New Orleans	
New York City	

Philadelphia	(b)(6);(b)(7)(C)
Phoenix	
Salt Lake City	
San Antonio	
San Diego	
San Francisco	
Seattle	
St. Paul	
Washington	

From: ERO Taskings
Subject: ERO Spring 2015 Update
Date: Friday, May 1, 2015 3:22:48 PM
Attachments: ERO Special Purpose Program Office Managers.pdf

The following message is being sent by Thomas Homan, Executive Associate Director (EAD), Enforcement and Removal Operations (ERO)

To: **All ERO Employees**

Subject: **ERO Spring 2015 Update**

It is my responsibility to try to improve not only the Agency, but the daily working experiences of all of you. As I've said so many times before, each of you is vital to accomplishing the mission, and it is my duty to help you do just that. Successful employees create a successful agency, and I vow to do my best to give you all the tools you need to succeed. When you succeed, the Agency succeeds.

I want to take this opportunity to update you on some of the happenings within ERO.

Single Career Track
As you know, ICE received approval earlier this year from the Office of Personnel Management (OPM) to proceed with a single career track to the GS-12 level for our ERO front line officers. This significant accomplishment was the result of an exhaustive job analysis by a team of ICE Office of Human Capital (OHC) and ERO subject matter experts.

The team continues to work diligently toward the goal of beginning transition to the single career track during the fourth quarter of this fiscal year. The new Deportation Officer position descriptions have been revised to reflect ERO's current and evolving mission, for which I want to thank National Council 118 and other Union members for valuable input. Additionally, a detailed transition plan is being finalized by OHC in coordination with DHS, and will require OPM approval. This plan is driven by requirements and regulations that ICE must follow in order to legally transition employees into the new career track. The draft transition plan will be made available to National Council representatives to review prior to a scheduled May 12th meeting to discuss it.

Moving forward, we will be rolling out a robust communications plan, to include an ICE intranet website designed to provide you with updates on implementation and answers to some frequently asked questions. More details will be provided as we continue with this initiative. Thank you for your patience, as I understand how important this initiative is to all of us.

Special Purpose Purchase Cards
ERO has secured special purpose purchase cards for officers and agents on travel status to utilize for detainee expenses, rather than having them make purchases with personal funds and requesting reimbursement. I am pleased to inform you that special purpose purchase cards are currently available at all field offices. These cards will be accessible as needed to officers and agents scheduled to conduct escorts, and will be available through each field office's Special Purpose Program Office Manager. For ease of reference, I have attached a list of Program Office Managers by field office. Please direct any questions related to this initiative to the Program Office Managers within your field office.

Uniform Policy
In March, the National ICE Council President (b)(6);(b)(7)(C and I signed two new Memoranda of Understanding, which established all ERO officers and agents as non-uniform personnel. These new policies represent one the biggest changes to ERO personnel policy since our inception. I want to briefly summarize the changes in order to make sure everyone understands the new policy. First, while ERO officers are non-uniformed, there are occasions where ERO officers must be dressed appropriately and clearly marked as law enforcement officers. Also, the new policy outlines grooming standard and designates the annual allotments personnel receive to purchase clothing items and other operational gear. I encourage you to review the new policy if you have not done so already:

(b)(7)(E)

License Plate Reader Data

After a lot of hard work, I am happy to announce the latest development in our efforts to obtain commercially available License Plate Reader (LPR) data. Last month, we released a Request for Proposals that seeks access to LPR commercial databases. I believe that this access will help us to accomplish our law enforcement mission. It will also enhance officer and public safety and is expected to save money by reducing the work hours required for physical surveillance. I want to thank the many parties who have helped with this initiative, including ICE Privacy, ICE Office of Congressional Relations, DHS Office of Civil Rights and Civil Liberties, the DHS Office of Legislative Affairs, and the Office of the Secretary.

Increasing Local Cooperation

Key to enhancing officer and public safety and carrying out our mission is the cooperation of our local law enforcement partners. As you know, there are hundreds of jurisdictions that currently do not honor detainers. That means dangerous individuals are being released into local communities without ICE officers having an opportunity to arrest and detain them. Both ICE and the Department are committed to building effective relationships with our partners. As part of this effort, we continue to speak with officials on the importance of working with us to prevent the release of criminals back to the streets. I realize that resolving this issue is paramount to the continued success of our agency and is crucial to keeping you safe. This is one of my top priorities.

Family Detention Expansion

I recognize the importance and necessity of family detention in facilitating the immigration enforcement process. To this end, we have plans to increase our capacity to detain family units at our Family Residential Centers (FRCs). Late last year, ERO opened the South Texas FRC. This facility was and continues to be built out in a phased approach. We plan to achieve 2,400 available beds by the end of May 2015, which will be ERO's largest FRC. We are also in the planning stages of expanding both the Karnes and Berks FRCs. Karnes will be expanded by approximately 626 beds by January 2016, and Berks will add 100 beds, which should be available by early June 2015.

In closing, thank you again for the great work that you do. One mission, one team.

Tom Homan
Executive Associate Director
Enforcement and Removal Operations

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use this information. Please inform the sender that you received this message in error and delete the message from your system.

From: (b)(6);(b)(7)(C)
Sent: 7 May 2018 19:54:05 +0000
To: (b)(6);(b)(7)(C)
Subject: FW: CLEAR/LEARN Access - License Plate Recognition via LEARN
Attachments: LPR Guidance (signed 12 27 2017).pdf

Hello,

FYI

Please review and apply the LPR guidance (attached) from the Office of Information Governance and Privacy, issued by Assistant Director Lyn M. Rahilly.

If you have LEARN platform password questions/issues, please contact support@vigilantsolutions.com or 925-398-2079 for assistance.

Relying on CLEAR's collection of public and proprietary records on people, assets, businesses, affiliations and other critical information, in combination with Vigilant's commercial LPR database of more than 6 billion vehicle detections, DHS will now have a potent new solution in CLEAR LPR to augment investigations.

License Plate Recognition offers a live gateway of Vigilant commercial license plate data to determine vehicle locations from within the LEARN platform.
In addition, the search offers an individual vehicle search by License Plate so you can search for more information.

TRAINING RESOURCES – WEBEX TRAINING AVAILABLE

Additional future training – There will be WebEx's available throughout the following months, at www.clear.webex.com. There will also be in person sessions at locations across the country throughout the year.

User Guide: A user guide will be available by the end of February. If not received by that time, please email LEARNSupport@trssllc.com for the latest user guide.

If you have any additional questions, please do not hesitate to contact us at LEARNSupport@trssllc.com.

Thank you,

(b)(6);(b)(7)(C)
Supervisory Detention and Deportation Officer
U.S. Department of Homeland Security
Immigration and Customs Enforcement
Enforcement and Removal Operations

655 W. Rialto Avenue, San Bernardino, CA 92410
Office: (909) 386-(b)(6); / Cell: (213) 216-(b)(6);(

From: (b)(6);(b)(7)(C) **On Behalf Of** Los Angeles Statistics and Taskings Unit
Sent: Tuesday, March 20, 2018 4:45 PM
To: #ERO LOS ANGEL FLD OFC
(b)(6);(b)(7)(C)
Subject: CLEAR/LEARN Access

To: **All Los Angeles Field Office ERO Employees**

Subject: **CLEAR and License Plate Recognition via LEARN Access**

Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system is an investigative platform used by ERO personnel to work more efficiently and effectively as part of a their investigation, for example:

- Locate people, assets, businesses, affiliations, and other crucial facts;
- Make connections among individuals, incidents, activities, and locations;
- Visualize, detect, and analyze patterns and trends in offenses and offenders;

Vigilant Solutions Law Enforcement Archival Reporting Network (LEARN), which is accessed through CLEAR, will provide users with the information on license plate reader (LPR) data from individual license plates/vehicles to assist in investigations. Users will be able to see where a license plate has been within a specified timeframe.

TRAINING RESOURCES – WEBEX TRAINING for LEARN

Online training for these systems will be provided upon gaining access.

GUIDANCE

The ICE Office of Information Governance and Privacy (IGP) has issued the attached Privacy Guidance on Agency Access to and Use of LPR Data and Technology (a/k/a, LPR guidance). The purpose of this LPR guidance is to codify rules of behavior around previously-contemplated ICE uses of LPR data and technology. This guidance will serve on an interim basis until the publication of an ICE directive.

The LPR guidance is also available on the IGP Intranet site at
(b)(7)(E)

REQUESTING ACCESS

ERO employees may be granted CLEAR access in order to accomplish their duties and will be required to submit their request via their first line supervisor. The first line supervisor will review/concur with the employee's request for CLEAR access and submit the attached spreadsheet to SDDO (b)(6);(b)(7)(C) or SDDO (b)(6);(b)(7)(C) Los Angeles Field Office CLEAR Administrators.

In order to streamline account access and accountability for a Unit or Team, a **consolidated spreadsheet** from the respective supervisor is requested for their personnel. Access requests received directly from an employee will not be granted.

Please note, access to LEARN can only be granted after the user has been given access to CLEAR. Please follow the same procedure mentioned above to request LEARN.

If you have LEARN platform password questions/issues, please contact support@vigilantsolutions.com or 925-398-2079 for assistance.

Thank you,

(b)(6);(b)(7)(C)

Deportation Officer
Department of Homeland Security/ICE/ERO
Los Angeles Statistics & Tasking Unit
606 S. Olive St. (b)(6);(b)(7)(C)
Los Angeles, CA 90014
Office: (213) 633-(b)(6);(
Fax: (213) 633-4460



December 27, 2017

Privacy Guidance: Agency Access to and Use of License Plate Reader Data and Technology

Direct questions about this guidance to the ICE Office of Information Governance and Privacy (202-732-3300).

I. Purpose and Applicability

As part of its criminal and civil law enforcement missions, U.S. Immigration and Customs Enforcement (ICE) relies on a variety of law enforcement tools and techniques to ensure public safety and national security. License plate reader (LPR) data and technology provide an important tool to support ICE mission activities. To maximize the use of this tool consistent with privacy and civil liberties requirements, this document provides ICE personnel guidance on the acceptable use of LPR data and technology within the scope of their official duties. This document serves as interim guidance until the publication of an ICE directive.

II. Definitions

LPR Technology. A system consisting of a high-speed camera(s) and related equipment mounted on vehicles or in fixed locations that automatically and without direct human control locates, focuses on, and photographs license plates and vehicles that come into range of the device. The system automatically converts the digital photographic images of license plates and associated data into a computer-readable format, i.e., a "read," that contains LPR data.

LPR Data. Information derived from LPR technology, including but not limited to: (1) license plate number; (2) digital image of the license plate as well as the vehicle's make and model; (3) state of registration; (4) camera identification (i.e., camera owner and type); (5) Global Positioning System (GPS) coordinates[1] or other location information taken at the time the information was captured; and (6) date and time of observation.

LPR Database/System. Any central data repository that is used exclusively for the storage of recorded license plate numbers and other LPR data. The database/system may also use front-end tools that allow users to view and analyze data in different ways.

Commercial LPR Services. Query-based access to a LPR database offered by commercial vendors that provides some or all LPR data based on license plate numbers. LPR data is uploaded to the database from a variety of governmental and private sources including, but not limited to, access control systems, such as toll road or parking lot cameras; vehicle repossession companies; and law

[1] GPS is a satellite-based navigation system that provides location and time information anywhere on or near the Earth where there is an unobstructed line of sight to four or more GPS satellites.

enforcement agencies. Licenses to access commercial databases may be sold to commercial consumers as well as law enforcement agencies.

Hotlist. A list created by an ICE law enforcement officer in order to be automatically notified by an LPR database when a new "read" of a license plate associated with an ongoing investigation occurs.

III. ICE Uses of LPR Data and/or Technology

ICE will neither create and establish its own LPR database, nor contribute LPR data to any commercially-available LPR databases. ICE personnel may employ LPR data and technology only for authorized criminal and civil law enforcement purposes, including supporting criminal investigations into national security threats, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography and exploitation, and immigration fraud; identifying, arresting, and removing criminal aliens, fugitive aliens, illegal reentrants, and those individuals posing a public safety or national security risk; and enforcing other criminal or civil violations within ICE's enforcement mission. ICE personnel may use LPR data and technology in three ways, through: (1) ICE-owned LPR cameras, (2) cooperative arrangements with other law enforcement agencies (LEAs) or law enforcement task forces that collect LPR data and/or use LPR data or technology, and (3) commercial LPR services. These three uses are described below.

1. **ICE-owned LPR cameras.** ICE law enforcement personnel may deploy ICE-owned LPR cameras to conduct surveillance during criminal investigations. An LPR camera will be placed at locations relevant to a particular investigation. For example, ICE Homeland Security Investigations (HSI) may place a camera along a smuggling route or location outside a business where an investigative target is known to frequent.

2. **Other LEA or task force collection of LPR data or use of LPR technology.** ICE law enforcement personnel may gain access to LPR data through the establishment of cooperative arrangements with other LEAs or law enforcement task forces that collect LPR data and/or use LPR technology. All LPR data is collected solely by other LEAs and often put into a database to which LEA access is granted.

3. **Commercial LPR services.** ICE law enforcement personnel may obtain query-based access, using hotlists and license plate numbers, to commercially-available LPR databases maintained by commercial vendors.

Requirements surrounding the use of LPR data and/or technology differ depending upon which of the three uses ICE employs.

IV. Requirements for Use of LPR Data and/or Technology

General Requirements Applicable to All Uses of LPR Data and/or Technology. Requirements A – H apply to all three uses of LPR data and/or technology:

A. General Use.

1. ICE will access, collect, and/or use LPR data and technology only for authorized criminal and civil law enforcement purposes. Authorized law enforcement purposes mean that

ICE's use must be associated with an ongoing investigation, target of investigation, and/or targeted enforcement activity.

2. ICE will consider the quality, integrity, and age of a given license plate reading before using the LPR data in any case or investigation.
3. ICE will not take enforcement action based solely on data collected from government-run or commercially-available LPR databases. LPR data will be supplemented with other investigative information before enforcement action is taken.

B. Restriction on Over-collection. ICE will not engage in the over-collection of LPR data. ICE will limit its collection to appropriate timeframes, as described in Requirement J; limit its collection to vehicles, not individuals, as described in Requirement I; and, at this time, prohibit geographically-based queries of LPR databases where no license plate number of a target vehicle is known. This does not prohibit ICE's deployment of cameras in geographic areas of investigative significance to identify targets or investigative leads. ICE will not engage in the mass collection of LPR data in order to identify targets or investigative leads.

C. ICE Contribution to LPR Databases. ICE will neither build nor host any government-run or commercially-available LPR databases that store exclusively LPR data. In addition, ICE will not contribute LPR data to commercially-available LPR databases.

D. Sensitive Locations. ICE will access, collect, and use LPR data and technology in accordance with ICE Policy 10029.2[2] or any superseding policy on enforcement actions at sensitive locations.

E. Special Protections. ICE will not add license plate numbers to hotlists; or access, collect, or use LPR data and technology:

1. based solely on race, ethnicity, gender, national origin, religion, sexual orientation, or gender identity, unless authorized by law and policy. [3]
2. solely for the purpose of monitoring activities protected by the U.S. Constitution, such as First Amendment-protected activity, unless authorized by law.

F. Data Storage. Storage devices associated with ICE-owned LPR cameras are to be stand-alone and not networked with any commercial databases or systems. LPR data from ICE-owned cameras may be transmitted back or uploaded to existing ICE systems [e.g., Video Evidence Collection and Distribution System (VECADS) or Investigative Case Management (ICM)] when it pertains to a target or targeted enforcement activity. After transmission or upload, the raw data will be deleted off the storage device associated with the ICE-owned LPR camera, unless it must be preserved on the device as original evidence and maintained by an ICE Evidence Custodian. LPR data collected from commercial or other LEA LPR databases may be uploaded to existing ICE systems (e.g., ICM) when it is found to be relevant to the investigation as a result of queries of those LPR systems.

G. Data Retention. ICE will not retain LPR data that is not related to the current ICE law enforcement investigation. Any data that is relevant to this investigation will be retained in

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[2] See ICE Policy No. 10029.2, Enforcement Action at or Focused on Sensitive Locations (Oct. 24, 2011).
[3] See Department of Justice's Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity (Dec. 2014).

the case file (e.g., ICM ROIs, Subject Records) to which the data pertains and not in an aggregated database.

H. Training. Before accessing commercial or other LEA LPR databases, ICE personnel will first be trained on the requirements for use to ensure compliance with this guidance. ICE personnel will also complete mandatory annual privacy and records training.

Specific Requirements Applicable to Commercial/LEA-Collected LPR Data and/or Technology. Requirements I – M apply specifically to ICE's use of commercial or other LEA/task force-collected LPR data and/or LPR technology:

I. Queries of LPR Databases. All queries of government-run and commercially-available LPR databases will be based on a license plate number queried by ICE law enforcement personnel. LPR data returned in response will be limited to matches of that license plate number only within the time period specified in the query.

J. Historical Queries. Depending on the type of investigation being conducted, ICE law enforcement personnel will query LPR databases for historical LPR data for only a certain period of time.

1. For criminal investigations, ICE will limit queries to the time period established in any statute of limitations for the underlying criminal violation.
2. For civil immigration matters, ICE will limit queries to the previous five years.

K. Hotlists.

1. All license plate numbers added to hotlists must be derived from and associated with current ICE law enforcement investigations.
2. Hotlists will contain only license plate numbers and any associated ICE-created tracking numbers. Hotlists will not contain any other identifying information about person(s) who may be associated with the license plate numbers.
3. ICE will document and maintain lists of all license plate numbers added to hotlists. Lists will detail at a minimum the license plate numbers, associated investigative case numbers, and any ICE-created tracking numbers. ICE will maintain these lists for five years after list creation date.
4. Hotlists are subject to review and refresh on at least an annual basis to ensure that license plate numbers no longer needed are removed. ICE personnel should make an effort to expeditiously remove license plate numbers that are no longer needed notwithstanding this annual review.

L. Analytical Tools. ICE may use analytical tools in LPR databases/systems to view and analyze LPR data to determine patterns and trends. For example, ICE may use analytical tools to determine the driving patterns and routes of travel of a suspect vehicle where a license plate number is known.

M. Auditing and Accountability.

1. When ICE personnel are accessing other LEA or commercial LPR databases, an audit log must be created that contains the following: (1) the identity of the ICE personnel conducting the query, (2) the license plate number entered as the query, (3) the data and time of the query, (4) the results of the query, (5) case or investigation number associated

with the query, and (6) the reasons for executing the query. Audit logs may be provided by the other LEA or commercial vendor. If not, ICE personnel must establish a method for manually tracking these items.

2. ICE personnel should review audit logs at least quarterly to ensure compliance with this guidance. Non-compliance, including inappropriate access and use, may be referred to the ICE Office of Professional Responsibility (OPR), when appropriate.

V. No Private Right of Action

This memorandum, which may be modified, rescinded, or superseded at any time without notice, is not intended to, does not, and may not be relied upon to create any right or benefit, substantive or procedural, enforceable at law by any party in any administrative, civil, or criminal matter. Likewise, no limitations are placed by this guidance on the other lawful enforcement or litigative prerogatives of ICE.

Issued by: (b)(6) (b)(7)(C)

Lyn M. Rahilly
Assistant Director
Office of Information Governance and Privacy

From: SFR-ERO-Tasking
To: #ERO SAN FRAN FLD OFC
Subject: FW: License Plate Reader Database access available through the CLEAR database on January 30, 2018
Date: Friday, February 9, 2018 10:10:21 AM

SFR ERO,

Please see email regarding enhancements to CLEAR. AFOD (b)(6);(b)(7)(C) and SDDO (b)(6);(b)(7)(C) are both CLEAR admins for the AOR should you require access.

Thank you,

(b)(6);(b)(7)(C)
SFR ERO Tasking

From: ERO Taskings
Sent: Monday, January 29, 2018 11:21 AM
Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

This message is sent on behalf of Corey A. Price, Assistant Director for Enforcement, with the concurrence of Nathalie R. Asher, Acting Assistant Director for Field Operations:

To: Field Office Directors, Deputy Field Office Directors, and Assistant Field Office Directors

Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

Enforcement and Removal Operations (ERO) has added License Plate Reader database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system. All authorized ERO users who utilize the CLEAR system now have access to Vigilant Solutions commercial License Plate Reader data, housed in their Law Enforcement Archival & Reporting Network (LEARN).

The Vigilant Solutions License Plate Reader database stores vehicle license plate numbers that are recorded from cameras equipped with License Plate Reader technology from a variety of governmental and private sources. ICE does not contribute data to the commercial License Plate Reader database.

All ICE queries of this database service will be based on known license plate numbers. ICE users will not take any enforcement action against an individual based solely on the results of the query. Rather, ICE users will corroborate this information by querying other government systems to ensure that they have the most complete, accurate, and up-to-date information to generate leads.

It is anticipated that ICE users will be able to access LEARN via a link in the CLEAR system on Tuesday, January 30, 2018. Thomson Reuters Special Services (TRSS)/Vigilant will send

emails to current users with their credentials along with user guides. An iPhone mobile application is forthcoming. Prior to logging into the system, the user must concur with the agency's permissible uses of the system and affirmatively consent to these rules before proceeding further.

Potential Questions:

Q: What is LEARN License Plate Recognition?

A: Access to LEARN via CLEAR will provide users with the information on individual license plates/vehicles to assist in investigations. Users will be able to see where a license plate has been within a specified timeframe.

Q: What's my user id and password?

A: Users will have a user name and password that is separate and distinct from his/her CLEAR password. Each user will receive an email from TRSS/Vigilant with credentials. Each user's username is generally the email he/she used to register with CLEAR. The temporary password will be (b)(7)(E) Users MUST change this password upon first login. (Ex: username: (b)(6);(b)(7)(C) password: (b)(7)(E)

Q: Where are my credentials? My colleague received hers already. Where are mine?

A: All credentials will be provided as soon as they are available and likely by the end of the week of January 29th. If credentials are not received by Monday, February 12th, please email (b)(6);(b)(7)(C) o troubleshoot.

Q:How do I login?

A: Users must log into LEARN via CLEAR www.clear.thomsonreuters.com.

Q: How do I use the platform?

A: A user guide will be provided as soon as possible, but in the meantime, please attend a WebEx session. A list of available sessions will be sent with user credentials. Please register for a session. In addition, in-person sessions will be scheduled at the field offices throughout 2018.

For those that need access to CLEAR and LEARN, please request access from your local CLEAR administrator.

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(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C) on behalf of Los Angeles Statistics and Taskings Unit
Sent: Tuesday, March 20, 2018 4:52 PM
To: #ERO LOS ANGEL FLD OFC
Cc: (b)(6);(b)(7)(C)

Subject: CLEAR/LEARN Access
Attachments: CLEAR Access.xlsx

To: **All Los Angeles Field Office ERO Employees**

Subject: **CLEAR and License Plate Recognition via LEARN Access**

Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system is an investigative platform used by ERO personnel to work more efficiently and effectively as part of a their investigation, for example:

- Locate people, assets, businesses, affiliations, and other crucial facts;
- Make connections among individuals, incidents, activities, and locations;
- Visualize, detect, and analyze patterns and trends in offenses and offenders;

Vigilant Solutions Law Enforcement Archival Reporting Network (LEARN), which is accessed through CLEAR, will provide users with the information on license plate reader (LPR) data from individual license plates/vehicles to assist in investigations. Users will be able to see where a license plate has been within a specified timeframe.

TRAINING RESOURCES – WEBEX TRAINING for LEARN

Online training for these systems will be provided upon gaining access.

GUIDANCE

The ICE Office of Information Governance and Privacy (IGP) has issued the attached Privacy Guidance on Agency Access to and Use of LPR Data and Technology (a/k/a, LPR guidance). The purpose of this LPR guidance is to codify rules of behavior around previously-contemplated ICE uses of LPR data and technology. This guidance will serve on an interim basis until the publication of an ICE directive.

The LPR guidance is also available on the IGP Intranet site at
(b)(7)(E)

REQUESTING ACCESS

ERO employees may be granted CLEAR access in order to accomplish their duties and will be required to submit their request via their first line supervisor. The first line supervisor will review/concur with the employee's request for CLEAR access and submit the attached spreadsheet to SDDO (b)(6);(b)(7)(C) or SDDO (b)(6);(b)(7)(C), Los Angeles Field Office CLEAR Administrators.

In order to streamline account access and accountability for a Unit or Team, a **consolidated spreadsheet** from the respective supervisor is requested for their personnel. Access requests received directly from an employee will not be granted.

Please note, access to LEARN can only be granted after the user has been given access to CLEAR. Please follow the same procedure mentioned above to request LEARN.

If you have LEARN platform password questions/issues, please contact support@vigilantsolutions.com or 925-398-2079 for assistance.

Thank you,

(b)(6),(b)(7)(C)
Deportation Officer
U.S. Department of Homeland Security
Immigration and Customs Enforcement
Los Angeles Statistics and Taskings Unit
606 S. Olive Street, (b)(6),(b)(7)(C)
Los Angeles, CA 90014
Office: 213-633-(b)(6),
Cell: 213-200-(b)(6)

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Tuesday, July 31, 2018 8:13 AM
To: (b)(6);(b)(7)(C)
Subject: FW: Vigilant Solutions Acquisition Announcement

From: Vigilant Solutions [mailto:bevigilant@vigilantsolutions.com]
Sent: Wednesday, June 13, 2018 9:07 AM
To: (b)(6);(b)(7)(C)
Subject: Vigilant Solutions Acquisition Announcement



VIGILANT SOLUTIONS ACQUISITION ANNOUNCEMENT

Dear ROCHA,

We are very excited to announce today that Vigilant Solutions has acquired the assets of ShotCaller Global Inc., developer of GunOps™ and DNAOps™ investigative

solutions for law enforcement. This acquisition enables us to provide the law enforcement community with firearm forensic mapping and DNA crime mapping technology that complement our existing suite of automated license plate reader (ALPR) data, facial recognition technology and ballistics analysis solutions.

GunOps and DNAOps are web-based interactive investigation tools. GunOps allows law enforcement investigators and analysts to enter, visualize and access information about firearm-related crimes, forensic test results and armed criminals. DNAOps allows law enforcement to enter, visualize and access information about crimes where DNA has been recovered from crime scenes, using web-based mapping applications.

So, what does this mean for you, our customers? It means Vigilant Solutions is now well-positioned to help you and your jurisdiction to combat the growing epidemic of gun crime. Specifically, our enhanced suite of offerings enables us to provide you the ability to help identify the G.E.T. – geography, event and time – of gun crime.

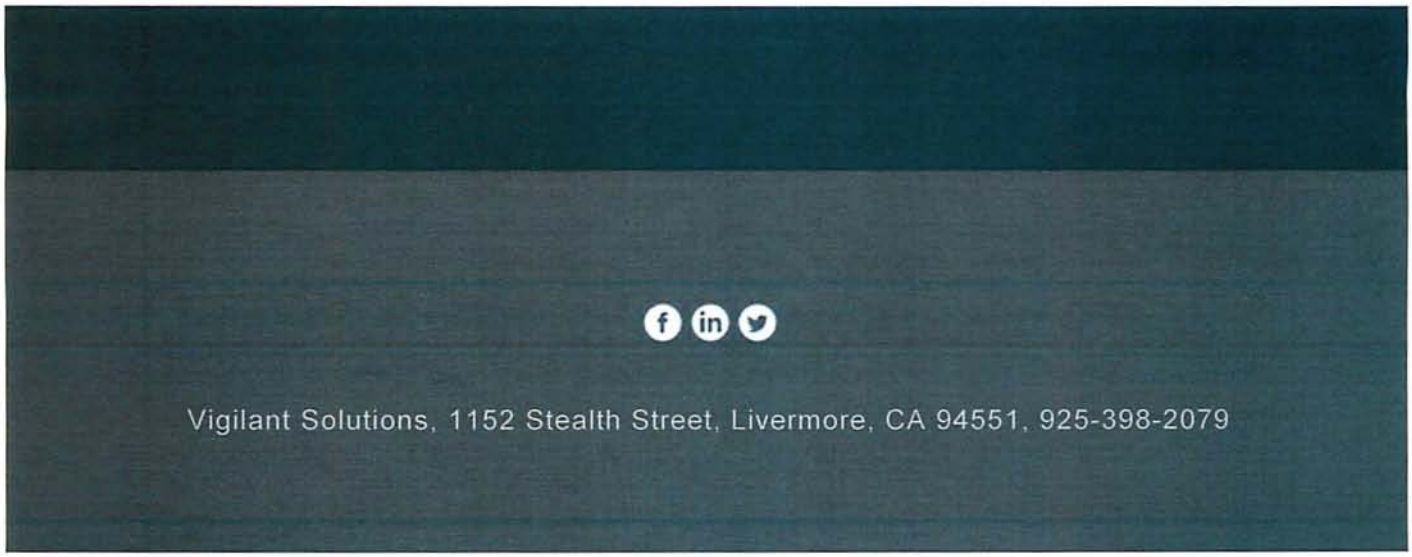
Anyone who works with or for Vigilant Solutions knows that we are passionate about the fact that our solutions help to keep communities and law enforcement safe. This acquisition is exciting because it not only allows us to continue to achieve that goal, but also enables us to expand our capabilities and help you to eradicate violent gun crime in your communities.

If you are interested in learning more about GunOps, please reach out to your Account Manager or contact us at Sales@VigilantSolutions.com.

Be Safe. Be Smart. Be Vigilant.

(b)(6);(b)(7)(C)

Founder and President



Unsubscribe

(b)(6);(b)(7)(C)

From: SFR-ERO-Tasking
Sent: Thursday, February 22, 2018 3:33 PM
To: #ERO SAN FRAN FLD OFC
Subject: FW: License Plate Reader Guidance
Attachments: LPR Guidance (signed 12 27 2017).pdf

From: ERO Taskings
Sent: Thursday, February 22, 2018 2:18 PM
Subject: License Plate Reader Guidance

This message is sent on behalf of Corey A. Price, Assistant Director for Enforcement, with the concurrence of Nathalie R. Asher, Acting Assistant Director for Field Operations:

To: **Field Office Directors, Deputy Field Office Directors, and Assistant Field Office Directors**

Subject: **License Plate Reader Guidance**

Recently, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) added License Plate Reader (LPR) database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system.

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Sent: Friday, February 9, 2018 10:10 AM
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LICENSE PLATE READER (LPR)

Participant Guide

March 2015

Table of Contents

Module I: Introduction to LPR 1
Duration 1
Scope Statement 1
Terminal Learning Objectives (TLO) 1
Enabling Learning Objectives (ELO) 1
Lesson Topics 1
Resources 1
Instructor to Participant Ratio 2
Reference List 2
Practical Exercise Statement 2
Assessment Strategy 2
Participant's Note: 2
Module II: Legal Aspects 13
Duration 13
Scope Statement 13
Terminal Learning Objectives (TLO) 13
Enabling Learning Objectives (ELO) 13
Lesson Topics 13
Resources 13
Instructor to Participant Ratio 14
Reference List 14
Practical Exercise Statement 14
Assessment Strategy 14
Participant's Note: 14
Module III: Hotlist Deployment 28
Duration 28
Scope Statement 28
Terminal Learning Objectives (TLO) 28
Enabling Learning Objectives (ELO) 28
Lesson Topics 28
Resources 28
Instructor to Participant Ratio 29
Reference List 29
Practical Exercise Statement 29
Assessment Strategy 29
Participant's Note: 29
Module IV: LPR Databases and User Information 36
Duration 36
Scope Statement 36
Terminal Learning Objectives (TLO) 36
Enabling Learning Objectives (ELO) 36
Lesson Topics 36
Resources 36

Instructor to Participant Ratio 37
Reference List 37
Practical Exercise Statement 37
Assessment Strategy 37
Participant's Note: 37
Module V: Investigative Uses of LPR 55
Duration 55
Scope Statement 55
Terminal Learning Objectives (TLO) 55
Enabling Learning Objectives (ELO) 55
Lesson Topics 55
Resources 55
Instructor to Participant Ratio 56
Reference List 56
Practical Exercise Statement 56
Assessment Strategy 56
Participant's Note: 56
Module VI: Hands-On Scenarios / Written Exam 63
Duration 63
Scope Statement 63
Terminal Learning Objectives (TLO) 63
Enabling Learning Objectives (ELO) 63
Lesson Topics 63
Resources 63
Instructor to Participant Ratio 64
Reference List 64
Practical Exercise Statement 64
Assessment Strategy 64
Participant's Note: 64

Appendix A – Reference List

Module I: Introduction to LPR

Duration

1 Hour

Scope Statement

This module reviews the history of License Plate Reader (LPR) technology, common terminology, LPR system components, traditional LPR system deployment and the difference between simple and complex systems.

Terminal Learning Objectives (TLO)

Upon successful completion of this module, students will be able to explain the history of LPR systems, the method of operation, and common deployment models listing the advantages and disadvantages of each.

Enabling Learning Objectives (ELO)

At the conclusion of this module, students will be able to:

1. Define common LPR terms
2. Explain the basic mode of operation of an LPR system.
3. Describe the difference between a simple and complex LPR system.

Lesson Topics

This block includes the following topics:

- Course Overview
- Housekeeping
- Introductions
- History of LPR
- How LPR works
- LPR components
- Terminology

Resources

Classroom facility suitable for 40 students
Instructor Guide
Participant Guide
PowerPoint presentation
Computer

Projector
Projection Screen
Handouts:

- USB thumb drive containing more than 130 student resources (information contained on enclosed DVD)
- Terrorist Screening Center (TSC) Information Card

Instructor-to-Participant Ratio

1:40 Maximum

Reference List

See Appendix A

Practical Exercise Statement

None

Assessment Strategy

Instructor will observe participant contributions in classroom discussion. In the final module of this course, students will participate in a group scenario-based assessment and take a 20 question written exam where a 70% passing score is required.

Participant's Note:

Participant notes are contained throughout the lesson plan as appropriate.

PARTICIPANT NOTES



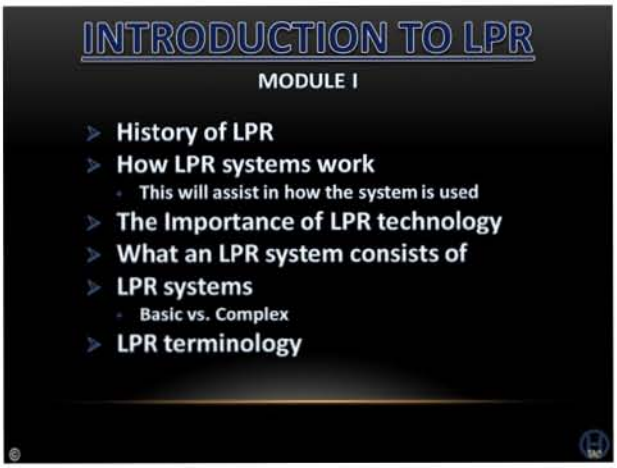


LPR is not a new or novel idea; it simply enhances typical law enforcement duties through the use of technology. To illustrate this concept you can look at the simple process of conducting a records check of a license plate. Using the tradition methods an officer can run a few hundred plates during the course of a shift to see if they are wanted or have alerts associated with them. With LPR it is possible to run a far greater number of plates in a shift. As an example of an LPR's efficiency, an LPR car scanned an entire parking lot of 8,000 plates in an hour.



During patrol briefings vehicles-of-interest license plates are told to officers who write them down in the hopes they may locate them during their shifts. If

located, these officers either take enforcement action or notify the person who issued the Be On the Look Out (BOLO). The LPR system makes this process seamless by allowing the person to enter the plate in the system, which automatically notifies them when the LPR system scans the plate.



LPR technology is widely used in Europe and is a part of their security infrastructure. LPR technology has rapidly developed since the 1990s. With equipment costs decreasing to a more affordable level, a 2012 survey showed 72% of departments were utilizing LPR equipment. Since this survey is a few years old, the percentage of agencies has most likely risen. As an example, every agency (except for one) in the Sacramento area utilizes LPR (85%).



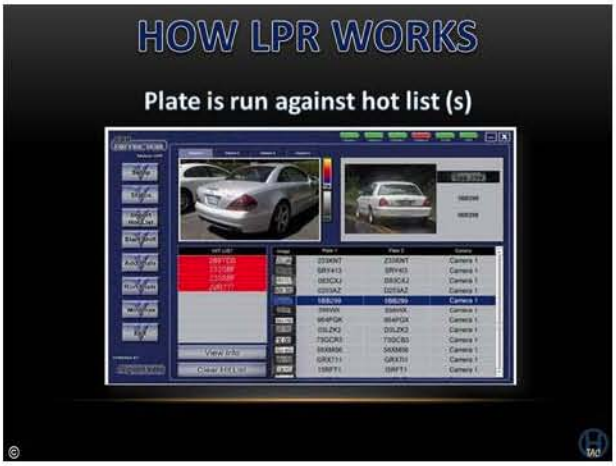
- DETECTION - Also referred to as a SCAN or READ, is simply the result of one of the LPR cameras recognizing alphanumeric characters where it was translated (all or in portion)
- HIT - Also referred to as an ALERT, is a detection of a license plate where that particular plate has been entered into the system to trigger a notification
- HOTLIST - A list which contains numerous HITS
- MISREAD- A detection where the text is not translated accurately due to numerous factors (out-of-state plate, imperfection in the plate, similar character, etc.)
- COLLATERAL PHOTO - Surrounding photo captured during the detection of a license plate or text
- GPS - Global Positioning System
- HISTORICAL - Any detection which did not trigger an active alert
- USER - A person who is operating a vehicle equipped with an LPR system or who is using the LPR database
- ADMINISTRATOR - A person or group who administers a particular agency's LPR program



The LPR system consists of a computer (which most law enforcement vehicles are equipped with), one to four camera pods, a processor, and a GPS. With new LPR technology the processor can be contained in the camera, eliminating the need for a separate processor. The newer systems are powered over the Ethernet, minimizing the need for additional equipment.



LPR cameras are traditionally affixed to the top of law enforcement vehicles and constantly capture video. When a license plate or text passes in front of the camera pod, a still photograph is taken of the characters. Each LPR camera pod contains two cameras and infrared emitters. Only one camera (Infrared) recognizes characters by identifying the dead area caused by when the infrared emitters flash a light to create a reflection off of the plate. Once the characters are detected, the color/black-and-white camera takes a photograph to be used as a reference of what vehicle the plate was on. Once the two photos are captured, the location is set by the GPS device. All of this information is put together to include the identifying information of the agency, user, and system to be stored for a set period of time.

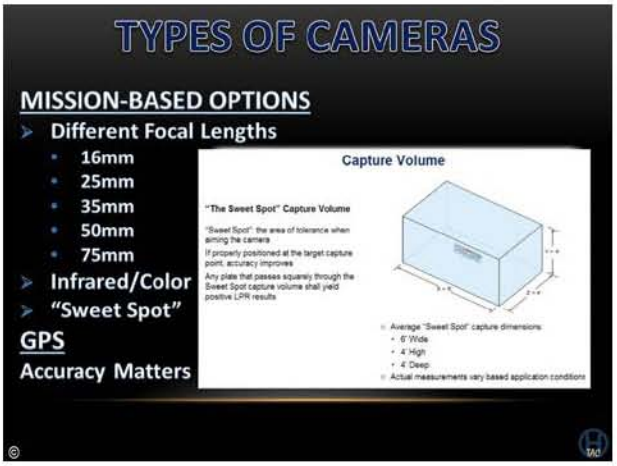


The LPR system will capture all kinds of alpha numeric characters as that is its sole purpose.

While this is one vendor's in-car LPR system, it serves as an example of how the unit works in the field. In addition to the traditional LPR system, this one incorporates private data, which will be covered later in the class.



It is very important to deploy the correct camera based on your mission needs. If a camera is deployed and not set up for your mission, you will not be successful in scanning plates. The focal point increases with the millimeter of the lens. In addition to the correct deployment of cameras, it is important to use the most current GPS hardware and software. The most accurate GPS hardware currently can have a 30-foot deviation. This could be the difference between neighborhoods when attempting to locate a vehicle which was scanned.

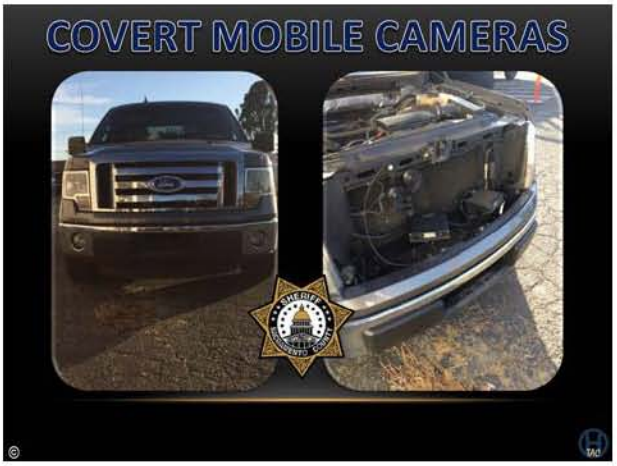


Once the proper cameras are deployed, they must be aimed to maximize the scan rate. It is suggested that departments creating an LPR program construct an LPR aiming pad. This will ensure that every camera is aimed on its appropriate field of view.

The traditional LPR deployment is where the camera pods are mounted on top of the police patrol car or parking enforcement car. These three slides demonstrate how agencies are utilizing unmarked vehicles with undercover LPR camera installations. This allows the units to be used by undercover units operating in plain view, undetected.







LPR systems can be deployed as a fixed asset. Law enforcement agencies are deploying LPR as a fixed asset in lieu of mobile for numerous reasons. Once the systems are deployed, there is almost zero man hours involved in their maintenance. The fixed units are traditionally deployed in highly travel intersections capturing a great amount of data with little to no impact on the citizen's reasonable expectation of privacy.



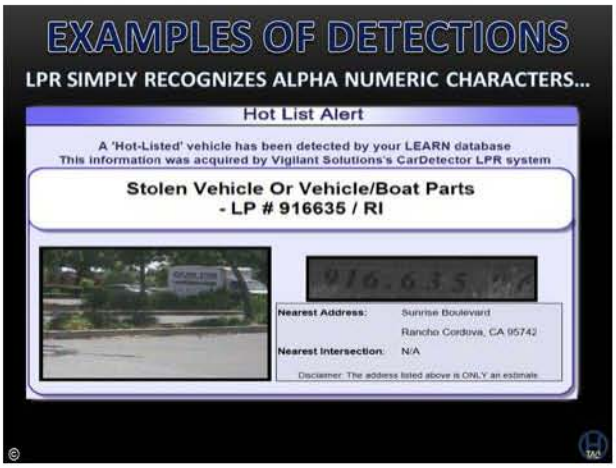


This fixed asset covers only one lane of traffic in a highly traveled intersection in the city of Sacramento. During the first month, this one camera system captured over 120,000 license plates yielding approximately 300 hits. As a reference, the Sacramento County Sheriff's Department scans between 270K to 350K plates a month with its 17 mobile LPR cars that are equipped with 2 to 4 cameras each.





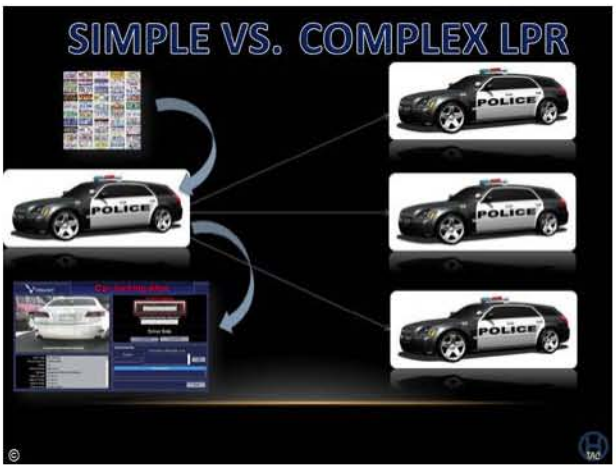
Each one of these slides is an example of the LPR system simply translating alpha numeric characters into text. These examples will help you conduct research utilizing the LPR databases. Limiting yourself to the exact plate you are attempting to locate will end up reducing the search results.



A traditional LPR system works by downloading a list of wanted license plates into a vehicle's computer. The LPR scans a plate that is on your hotlist, triggering an alert to be sounded in the car. Once the alert is triggered, the officer takes appropriate action.

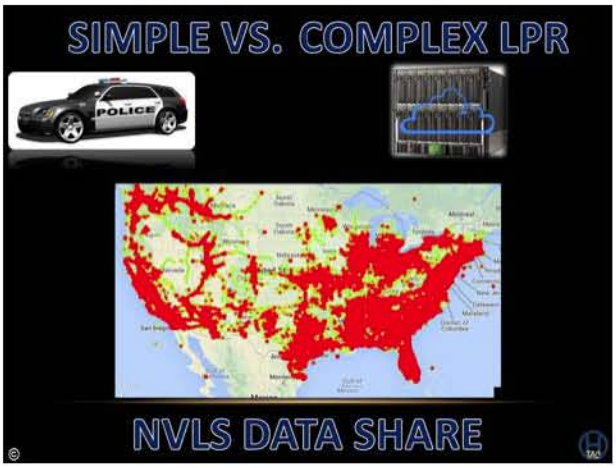


A complex LPR system works in the same manner as a simple system, but it is also networked with other agency LPR cars. This allows officers in other geographical areas to notify and disseminate information on wanted or vehicles of interest in a seamless manner. This information can be downloaded to the agencies' vehicles near real time. There is a lower threshold for entering a plate into the LPR system compared to California DOJ or NCIC, which allows for more information to be shared by officers.



A complex system allows information to be shared, not only with your own agency, but with any agency that shares detections and hotlists. This process allows the user to be immediately notified when a vehicle of interest is scanned by a sharing outside agency. This process allows sharing agencies to multiply their LPR fleets. All sharing agencies' LPR fleets work together seamlessly, providing detection information, and generating hits exactly how their own LPR car would.

In addition to directly sharing with individual agencies, some choose to contribute to the National Vehicle Locator System (NVLS). This is a national LPR repository that can be accessed by agencies that may not directly share with others. As there are a large number of law enforcement agencies in the



United States, it is almost impossible to share directly with each agency. NVLS allows agencies to contribute to NVLS, which may be utilized by other agencies.



Simple LPR systems generate an in-car hit when a hot plate is scanned. A complex LPR system allows for a hit to be sent instantaneously to desktop computers, mobile devices including cell phones, or deployed to communication centers. Complex LPR systems have provided new and novel ways in which LPR systems are deployed. No longer does the LPR user have to be driving the vehicle in order to get the active LPR hit. Vehicles can be outfitted with the LPR system allowing the operator to scan a maximum number of plates where all alerts are transmitted offsite.



As hot plates were entered into the system for a reason, the download time plays a key role in the effectiveness of the information. The most efficient way of downloading the information is through the use a 4G aircard outside of the department's network. This will minimize the download time since it will not have to pass through firewalls and the department's network, which is often slower.

It is important to be aware of the other download processes. Before acting on a hit, verify the detection information. Some systems save the detections to a storage device, which is then manually uploaded to a server at the end of the shift. This could lead to the data being several hours old by the time the alert is sent. Faulty equipment could cause alerts to not be sent out for weeks as the information will be stored locally on the computer until the download issue is resolved.

The next module will cover Legal Aspects.



Module II: Legal Aspects

Duration

1.5 Hours

Scope Statement

This module covers all legal aspects of LPR technology including best deployment practices, current case law, the importance of departmental operation/general orders, and how to handle requests for LPR records.

Terminal Learning Objectives (TLO)

Upon the successful completion of this module, students will be able to identify best practices in deploying an LPR program.

Enabling Learning Objectives (ELO)

At the conclusion of this module, students will be able to:

1. Describe Legal Aspects of LPR
2. Explain case law as it pertains to LPR
3. Describe 28 CFR Part 23
4. Explain the current court standard in California on releasing information in line with the Public Records Act.

Lesson Topics

This module includes the following topics:

- Key points of concern from privacy advocacy groups
- The importance of establishing general/operational orders
- Best practices
- Case law
- Role of the LPR administrator

Resources

Classroom facility suitable for 40 students
Instructor Guide
Participant Guide
PowerPoint presentation
Computer
Projector
Projection Screen

Thumb drive handout

Instructor-to-Participant Ratio

1:40 Maximum

Reference List

See Appendix A

Practical Exercise Statement

None

Assessment Strategy

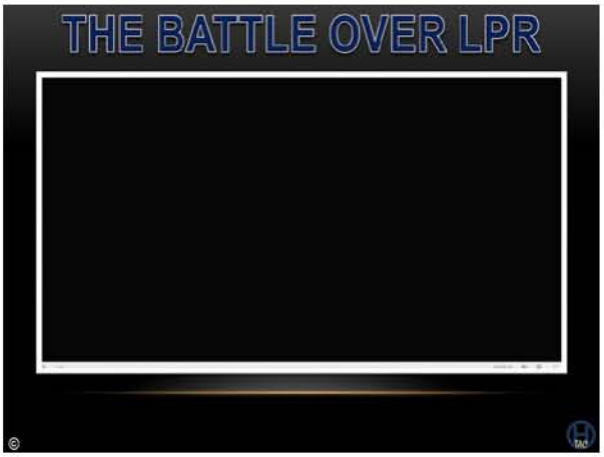
Instructor will observe participant contributions in classroom discussion. In the final module of this course, students will participate in a group scenario-based assessment and take a 20 question written exam where a 70% passing score is required.

Participant's Note:

Instructor notes (in red) are contained throughout the lesson plan as appropriate. Many slides contain several elements that are displayed automatically or upon mouse clicks.

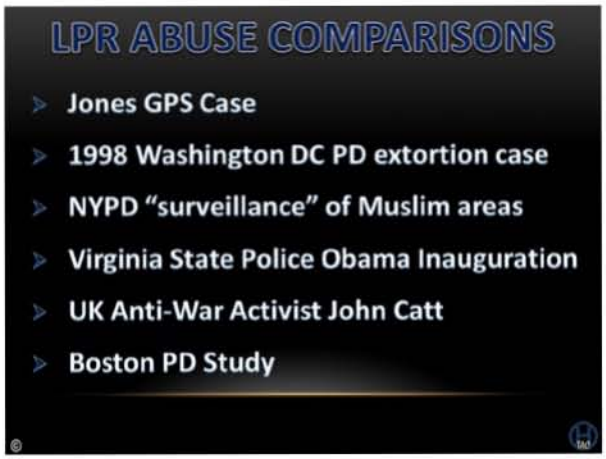
PARTICIPANT NOTES





While LPR technology has been deployed for years, there is not one documented case of abuse here in the United States. This example shows a specific case of abuse which could happen without LPR. As with all scenarios involving LPR, the system just made this process more efficient. The fact that there are zero documented LPR abuse cases here in the United States where 72% of agencies are using the LPR equipment demonstrates people are using the equipment appropriately.





These are simply scenarios used as comparisons on how LPR can be abused. The fact is there can be abuse in any aspect of law enforcement. These comparisons are noted by privacy advocacy groups and cited in news articles about the potential misuse of LPR systems.

The Jones GPS case will be covered in depth later, but this is the most common comparison to the potential abuse of LPR. In 1998 a Washington, D.C., officer made the decision to extort married men who frequented alternative lifestyle bars. The officer would write down license plate numbers of vehicles in the parking lot and, once he determined the registered owner was married, he would extort money from them, threatening to tell his wife. This case did not involve the use of LPR, but is still used as a comparison.

New York Police Department deployed LPR systems to scan the areas around mosques after September 11, 2001. This was not a secret program, but was widely criticized by individuals in the Muslim community. This program was recently deactivated and was never determined to be an abuse.

During President Obama's first inauguration the Secret Service requested the assistance of the Virginia State Police (VSP). They requested VSP deploy LPR equipment in the area of the inauguration for two reasons. This equipment would alert officers of vehicles associated with those who have threatened the President and the information could later be referenced if anything happened during the event. While this was requested by the Secret Service, many in the media say the VSP was conducting surveillance for political reasons.

Another cited abuse comparison again occurs outside the United States. Authorities who were monitoring anti-war rallies mistakenly entered a reporter's vehicle as one associated with a group of protesters who were being investigated. When this mistake was pointed out, his license plate was immediately removed from the hot list.

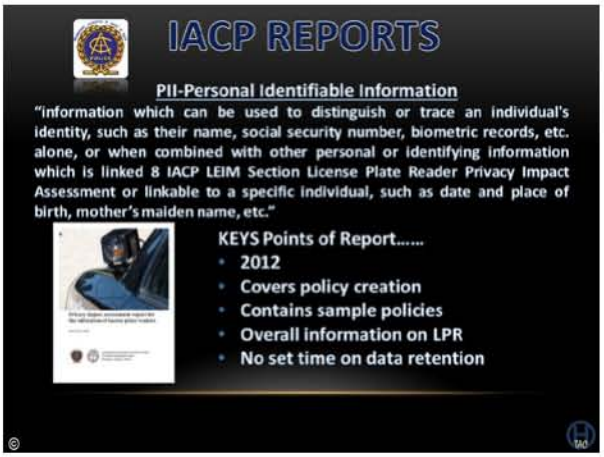
A recent Boston PD (BPD) study has been compared by several people as proof that law enforcement is more interested in collecting data than receiving active field alerts. This study showed while BPD scanned a great number of vehicles, they failed to take action on a good percentage of alerts. A portion of this study showed numerous cars were scanned multiple times triggering an alert with no action. It is not uncommon for law enforcement officers to not take action on every violation of the law they witness. Apply this same standard to LPR hits and the BPD study has no new revelation.

One of the most noted studies involving LPR was produced by the Americans Civil Liberties Union (ACLU). This report concludes that LPR is a great resource for law enforcement, but they have issues with the amount of data gathered and the retention period for which it will be kept. There are several good recommendations in the report departments should address when writing LPR policies. It is obvious from reading this report the ACLU and law enforcement are not close to a compromise on what the appropriate retention period would be for LPR data.



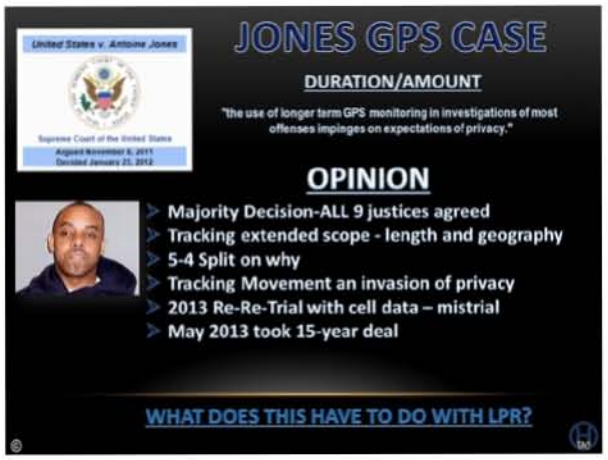
Even though it is not mentioned in this report, the ACLU has stated they would like to see agencies have open public debates about LPR systems prior to the deployment of the program.

The International Association of Chiefs of Police (IACP) produced several reports over the years regarding LPR. The IACP Privacy Impact Assessment weighs the deployment of LPR systems with its effectiveness compared to its impact on the public's privacy. The report recommends agencies adapt written policies. The most important point this report makes is the fact that LPR data is not considered Personal Identifiable Information (PII). It further outlines LPR is a great resource with possible misuses.



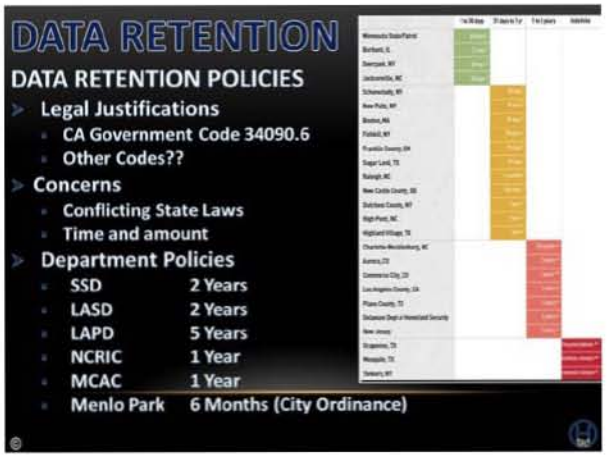
The IACP LPR System Policy and Operation Guidance report covers policy creation. It contains

sample policies and overall LPR information. The report fails to outline or recommend a retention period.



This is the most referred-to case when media or privacy advocacy groups address LPR. While this case has nothing to do with LPR, the most important fact the groups are trying to convey is the great amount of legally obtained data could create a picture of the day-to-day life of a person. This is often referred to as the "mosaic effect." GPS data points concerning Jones' location over a 30-day period were detailed in over 40,000 pages. The fact that all nine justices ruled against the GPS deployment shows there was a misuse of the equipment. The reasoning why was not unanimous, with a 5-4 split.

The most favored portion of the split says the device was left on the vehicle too long. The justices state the officers had all the information they needed for the case long before the 30 days. This lengthy deployment went far beyond what was needed where 40,000 pages would tell intimate details of Jones' life.

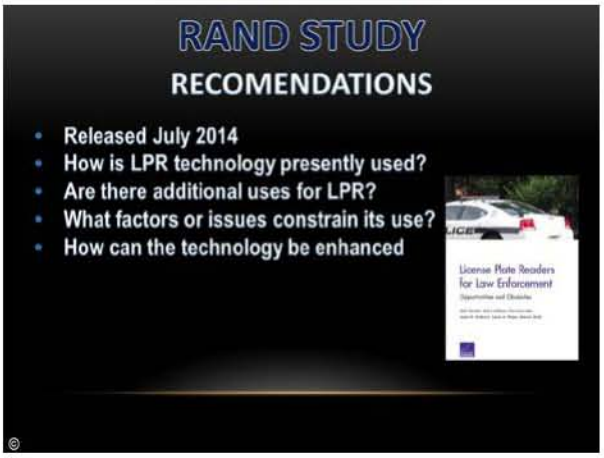


Data retention is one of the main issues privacy advocacy groups have with LPR. There is no retention standard established by the federal government or the State of California. States are gradually passing legislation with no uniformity. California's Government Code (GC) section is the legal authority which agencies are using to establish a retention period. GC 34090.6 states agencies shall store photographic images captured by law enforcement systems for a period of one year. While the agencies could destroy these items at the one-year mark, most store it longer. The reason for the extended period is that many lawsuits have an expiration period of one year from the event. If a lawsuit was filed towards the end of this one-year mark, it is possible the photographic images/video could be deleted prior to the case being discovered.

The graph shows the wide ranges of retention periods from different agencies all over the United

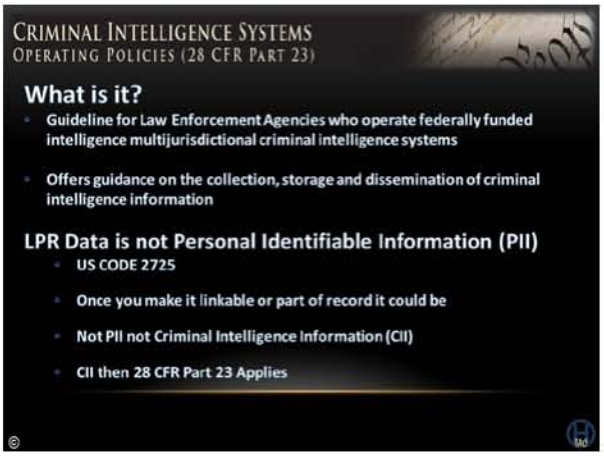
States.

The RAND study had very good suggestions for those agencies that are interested in creating an LPR program. All key points made in this report will help facilitate the deployment of an LPR program. Even though some agencies will not have the manpower to have a designated LPR coordinator, it is important to deploy the system in a manner paralleling the mission, vision, and values of that particular agency. One may choose to establish a short retention period and data access to reduce the possibilities of misuse if there is not a designated LPR coordinator. However, the study points outs the fact a policy with a longer retention period with the most allowable access the data is the most useful.

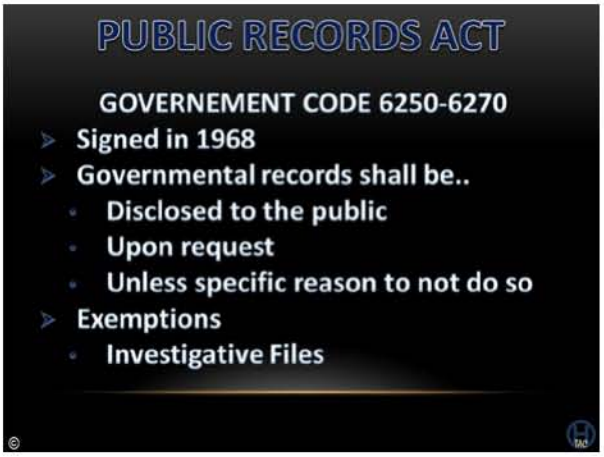


28 CFR Part 23 is for informational purposes only as LPR data has been determined to not be Personal Identifiable Information (PII). Since it is not PII, it does not have to be governed by 28 CFR Part 23. If the record integrates other information or if it is linkable, then the LPR record could become PII, and thus covered under 28 CFR Part 23.

28 CFR Part 23 are federal guidelines on storing or using information that is PII or Criminal Intelligence Information (CII).



The Public Records Act (PRA) is covered in California Government Code sections 6250-6270. These codes cover the disclosure of government records to create transparency. Specifically, these codes state that Investigative files are exempt from disclosure. Several California courts have recently ruled that LPR data are classified as investigative files and are exempt from release.



The ACLU and Electronic Frontier Foundation (EFF) sued both Los Angeles County Sheriff and Los Angeles Police Departments for not complying with a PRA request for LPR data. The courts concluded LPR data is investigative in nature, which would deem the information investigative files exempt from disclosure.

Both organizations have filed an appeal to this ruling and the case is pending.



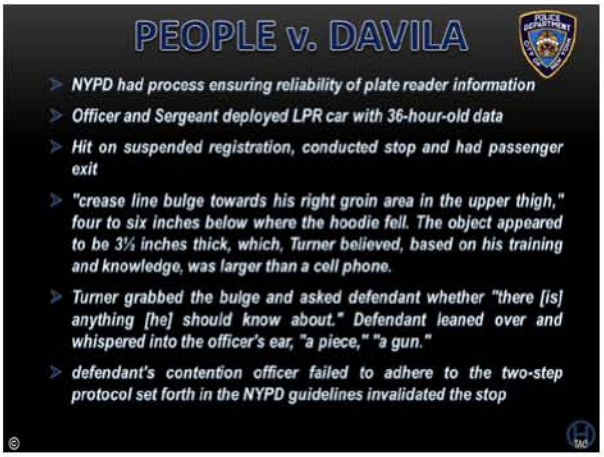
A reporter in the San Diego area sued San Diego law enforcement agencies to release LPR data. This case was decided shortly after the Los Angeles case. The judge's ruling was similar to the Los Angeles case, deeming the LPR data to be investigative files exempt from disclosure. No appeal has been filed in this case so far.



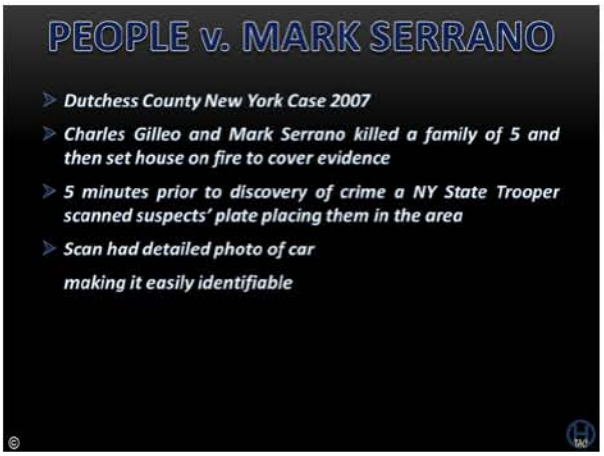
There are very limited court cases dealing directly with LPR. Most cases related to LPR deal with license plates viewed in public and technology enhancements of standard practices.



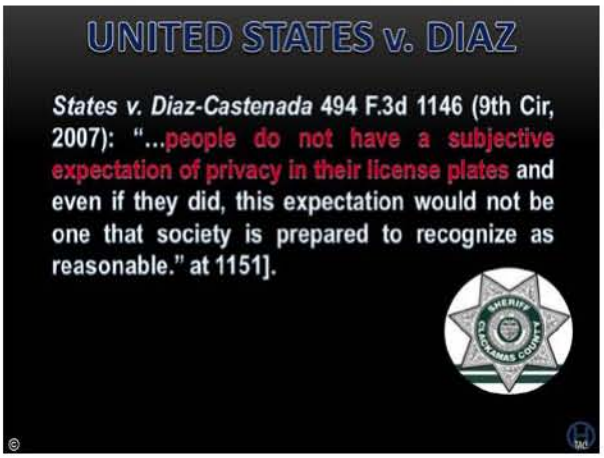
This case concerned a sergeant and officer who did not follow NYPD protocol by deploying an LPR car with 36-hour-old data. During the shift a person was arrested as the result of an LPR hit. Davila argued since the two did not follow department policy, the case should be thrown out. The court found while they did not follow department protocol on deploying the LPR equipment, the protocol is simply guidelines and the conviction was upheld.



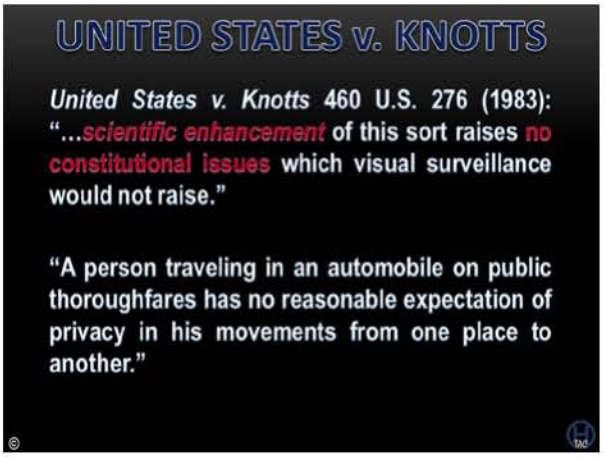
This is the first major case where an LPR detection was admitted as evidence in a murder case. The LPR photograph was found to contain specific identifiable characteristics of the suspect's vehicle in the area where the crime occurred.



This is another case not directly involving LPR, but involves the right to conduct random checks of license plates in public view. A records check of the defendant's plate showed the owner's license was suspended. The vehicle was stopped where the driver was arrested and the vehicle was in the process of being released to the passenger. A check of the passenger showed him to have an active ICE detainer and he was arrested. The defendant argued the check of the plate was unconstitutional.

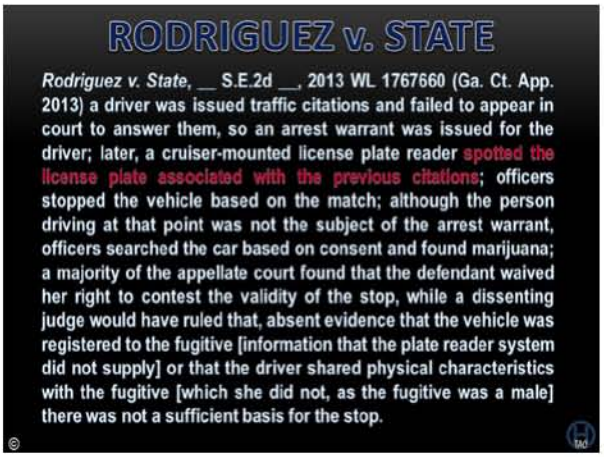


U.S. v. Knotts explains that a scientific enhancement of a standard practice raises no constitutional issues with the court. A radio beeper was placed in a chemical shipment where authorities believed the chemicals were being used to manufacture drugs. A physical surveillance team had lost the suspect several times during surveillances. The team placed a radio beeper in the chemicals to aid them in reacquiring the suspect if they lost sight of him. They followed him to a cabin with the help of the beeper where a drug lab was found..

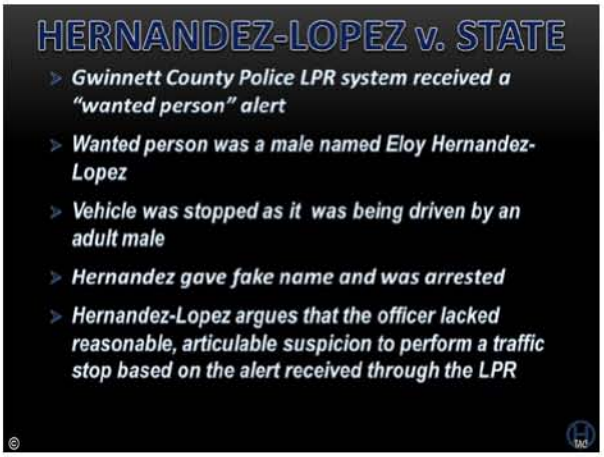


This a court case in the state of Georgia which serves more of an example than anything else. LPR is widely used in Georgia and there are numerous state cases directly relating to LPR. Officers receive an LPR alert on a warrant for a male where the vehicle is occupied by two females. The officer stops the car where the driver consents to a search. During the search, marijuana is found and the driver is arrested for possession of marijuana for sale.

The defense argued the officer illegally gained consent to search the vehicle. The court did not side with the defense based on the illegal search, but they did volunteer an opinion. The court stated if the defense had argued the stop itself was illegal since the occupants were both female and the LPR alert was for a male, the case would have been dismissed.



This case is similar to Rodriguez v. State and the defense attempted to use the illegal stop defense to have the case dismissed. Unfortunately in this case the alert was for a male who happened to be the driver of the truck.

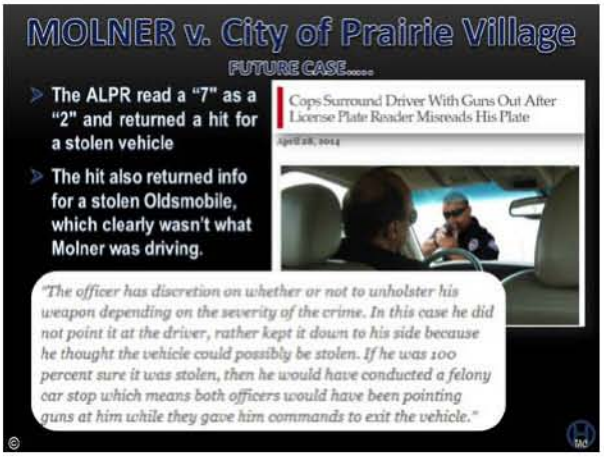


Green v. City and County of San Francisco shows the importance of establishing an active hit protocol for in field alerts. Two officers driving a person to jail had a misread on their LPR system, but voiced it over the radio. A sergeant in the area saw the described vehicle and followed it until appropriate units arrived. The alert was for a pickup truck, but the plate was on a Lexus. Green was stopped and ordered from the car at gunpoint. She was handcuffed and placed into the back of a police car that she barely fit into. It wasn't until after the stop that someone confirmed the plate.

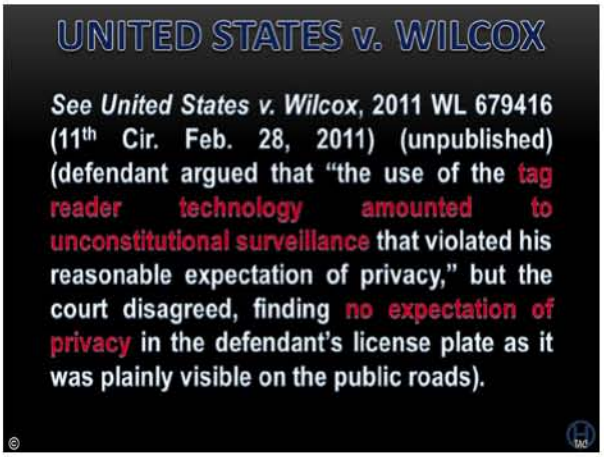
The original case was dismissed, but ultimately a civil case was allowed to go forward based on numerous issues found with this stop.



This article highlights the necessity of establishing an active hit protocol and making officers follow it. This story covers a misread where the alert was for a completely different vehicle. The officer still conducted a vehicle stop on the car with his gun out of the holster. The driver, who happened to be an attorney, was traumatized by the event. Bottom line is do not force a vehicle stop unless the information is confirmed.



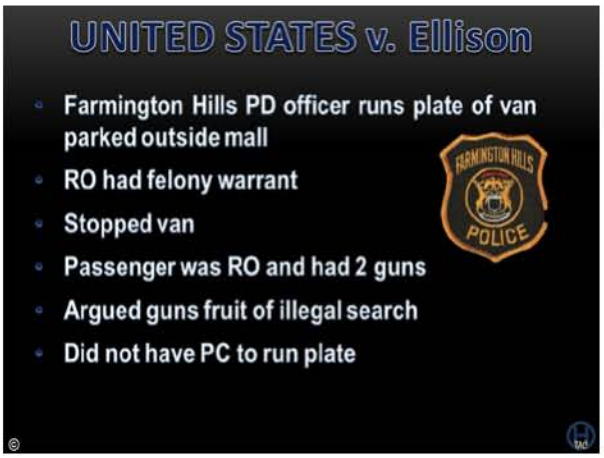
U.S. v. Wilcox is an LPR case where the system alerted officers to a vehicle with expired registration. During the traffic stop a gun was found to be in the possession of a felon. Wilcox argued unconstitutional surveillance violating his reasonable expectation of privacy. The case affirmed that you have no right to privacy while in a public.



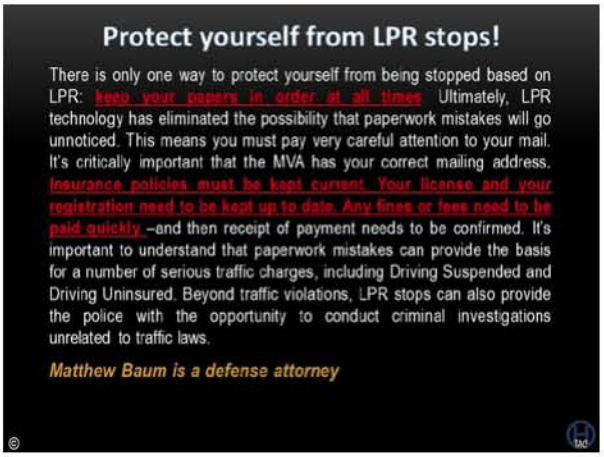
Another non LPR case showing you have no right to privacy while in public.



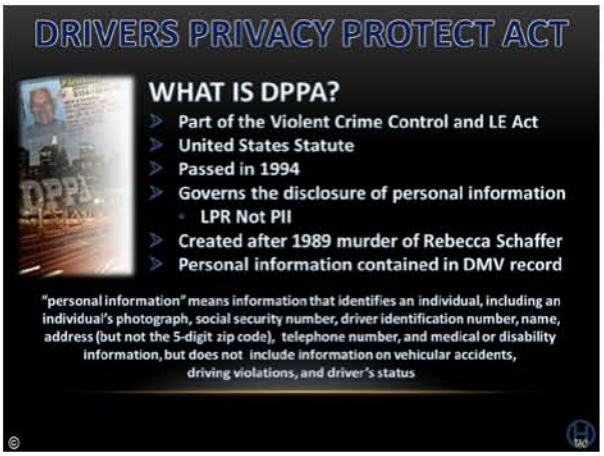
This is not an LPR case, but it demonstrates manually how an LPR system works in regards to generating an alert. The officer in this case conducted a records check on a license plate which showed the registered owner had a felony warrant. The van was stopped and the passenger who was the registered owner was arrested. This is the exact process an LPR system follows, except in reverse order. The records check is completed prior to locating the vehicle and the alert record is generated and saved in the system. Once the plate is scanned, the alert is triggered and the officer is notified.



While this slide has no instructional value, it demonstrates that even defense attorneys know the level or proficiency of LPR systems. All suggestions in this slide really have nothing to do with LPR; the slide simply points out the fact that if you do not stay in line with the law and an LPR car scans your, plate you may go to jail.



The federal Drivers Privacy Protection Act (DPPA) is the federal law governing the potential abuse of LPR systems. While LPR data is not PII, the personal information can easily be located by conducting a records check on the license plate. The DPPA states anyone who accesses it without the need to know can be prosecuted under federal law. This act was enacted in 1994 after a suspect located his victim by accessing DMV data.

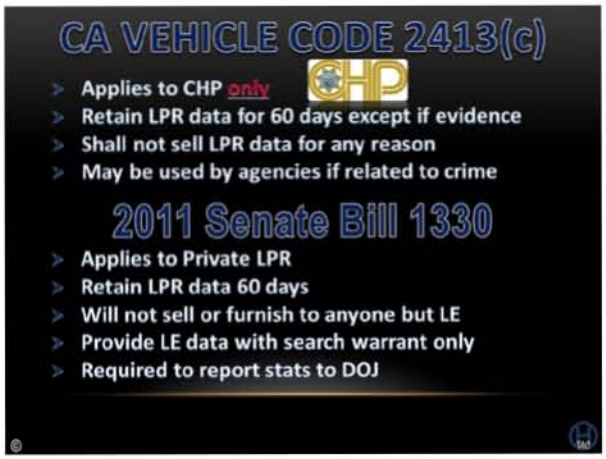


Written departmental general/operational orders are a must for agencies that deploy LPR equipment. Topics covered in this slide are suggestions of what to minimally include in the orders. Agencies should not rush to have orders written completely prior to the deployment of the equipment as the orders will evolve to each department's mission. An evaluation deployment period should be used to identify other topics that need to be covered in the orders which will be unique to the individual department.



Vehicle Code section 2413 (c) is the only law that covers LPR systems in the state of California. This section only applies to the California Highway Patrol (CHP), placing a retention period of 60 days on LPR detections. The CHP may not share detections with other agencies unless the requested information is related to an investigation.

Multiple Senate Bills (SB) have been brought forward to place the same restrictions this Vehicle Code places on all agencies. These SBs attempt to place the same restrictions on law enforcement LPR systems as well as on privately collected LPR data.



These examples show how still LPR photographs captured by the cameras can tell a story. Officers need to be aware that when in the vicinity of an LPR car they are more than likely being photographed. Officers are traditionally aware of forward-facing in-car cameras systems. LPR cameras angled away from the car, coupled with the officers' belief the cameras only take photos of license plates, can give officers a false sense they are not being photographed.



Two Los Angeles Sheriff's Department (LASD) deputies were exonerated for any wrongdoing after reviewing LPR still photos. A female motorist who was stopped claimed the two deputies made her take her blouse off during the traffic stop. While the officers spoke with her outside of her vehicle the view of the plate was interrupted, triggering numerous detections of the plate. These photos showed no nefarious actions occurred during the stop.



Reporting the use of LPR rests with each agency that utilizes the technology. While we never try to hide anything from the court, law enforcement is allowed to keep processes out of a report if reporting them will teach offenders how to defeat future investigations. If the use of the LPR equipment can be left out of the report, that is what is recommended, but always inform the prosecuting attorney of this.



Module III: Hotlist Deployment

Duration

1.5 Hours

Scope Statement

This module covers LPR hotlists and how they are created, deployed, and shared with other agencies through written MOUs with an emphasis on active hit protocol.

Terminal Learning Objectives (TLO)

Upon the successful completion of this module, students will be able to identify the diverse deployments of LPR hotlists.

Enabling Learning Objectives (ELO)

At the conclusion of this module, students will be able to:

1. Describe what a LPR hotlist is
2. Describe proper Active Hit Protocol
3. Describe TSC handling codes and which ones give detention authority

Lesson Topics

This module includes the following topics:

- What a hotlist is
- Who can receive LPR hits how are they sent
- Active Hit Protocol
- Sharing hotlists
- Available hotlists
- Hotlist sources
- Terrorist Screen Center Alerts

Resources

Classroom facility suitable for 40 students
Instructor Guide
Participant Guide
PowerPoint presentation
Computer for PowerPoint presentation
Projector
Projection Screen

Thumb drive handout
Terrorist Screening Center (TSC) Handling Codes Reference Card handout

Instructor-to-Participant Ratio

1:40 Maximum

Reference List

See Appendix A

Practical Exercise Statement

None

Assessment Strategy

Instructor will observe participant contributions in classroom discussion. In the final module of this course, students will participate in a group scenario-based assessment and take a 20 question written exam where a 70% passing score is required.

Participant's Note:

Instructor notes (in red) are contained throughout the lesson plan as appropriate. Many slides contain several elements that are displayed automatically or upon mouse clicks.

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Module IV: LPR Databases and User Instruction

Duration

1 Hour

Scope Statement

This module displays the different LPR databases that are available with a brief explanation of how to navigate them, highlighting private LPR information and how it is incorporated into certain databases.

Terminal Learning Objectives (TLO)

Upon the successful completion of this module, students will be able to identify available LPR databases and how to use them.

Enabling Learning Objectives (ELO)

At the conclusion of this module, students will be able to:

1. Describe how private LPR data is generated
2. List the pros and cons between private and law enforcement LPR data
3. Demonstrate a basic knowledge of using NCRIC LPRWeb, EPIC DICE and Vigilant Solutions LEARN databases

Lesson Topics

This module includes the following topics:

- Private LPR data
- LEARN database
- LPR scenarios of prior use
- Data available by geographical location
- Private LPR data versus law enforcement LPR data
- NCRIC LPRWeb database
- EPIC DICE database

Resources

Classroom facility suitable for 40 students
Instructor Guide
Participant Guide
PowerPoint presentation
Computer

Projector
Projection Screen

Instructor-to-Participant Ratio

1:40 Maximum

Reference List

See Appendix A

Practical Exercise Statement

None

Assessment Strategy

Instructor will observe participant contributions in classroom discussion. In the final module of this course, students will participate in a group scenario-based assessment and take a 20 question written exam where a 70% passing score is required.

Participant's Note:

Instructor notes (in red) are contained throughout the lesson plan as appropriate. Many slides contain several elements that are displayed automatically or upon mouse clicks.

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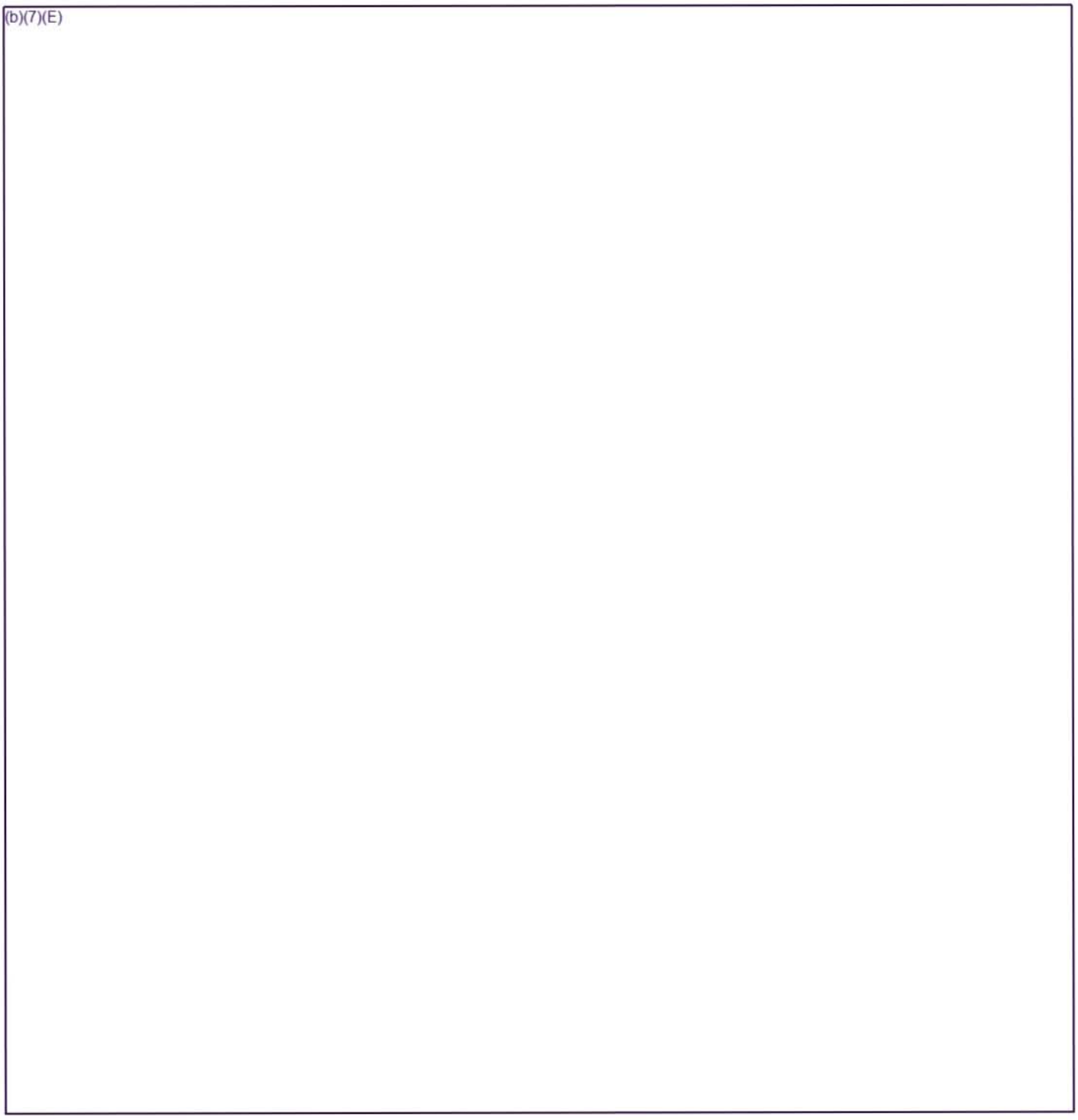
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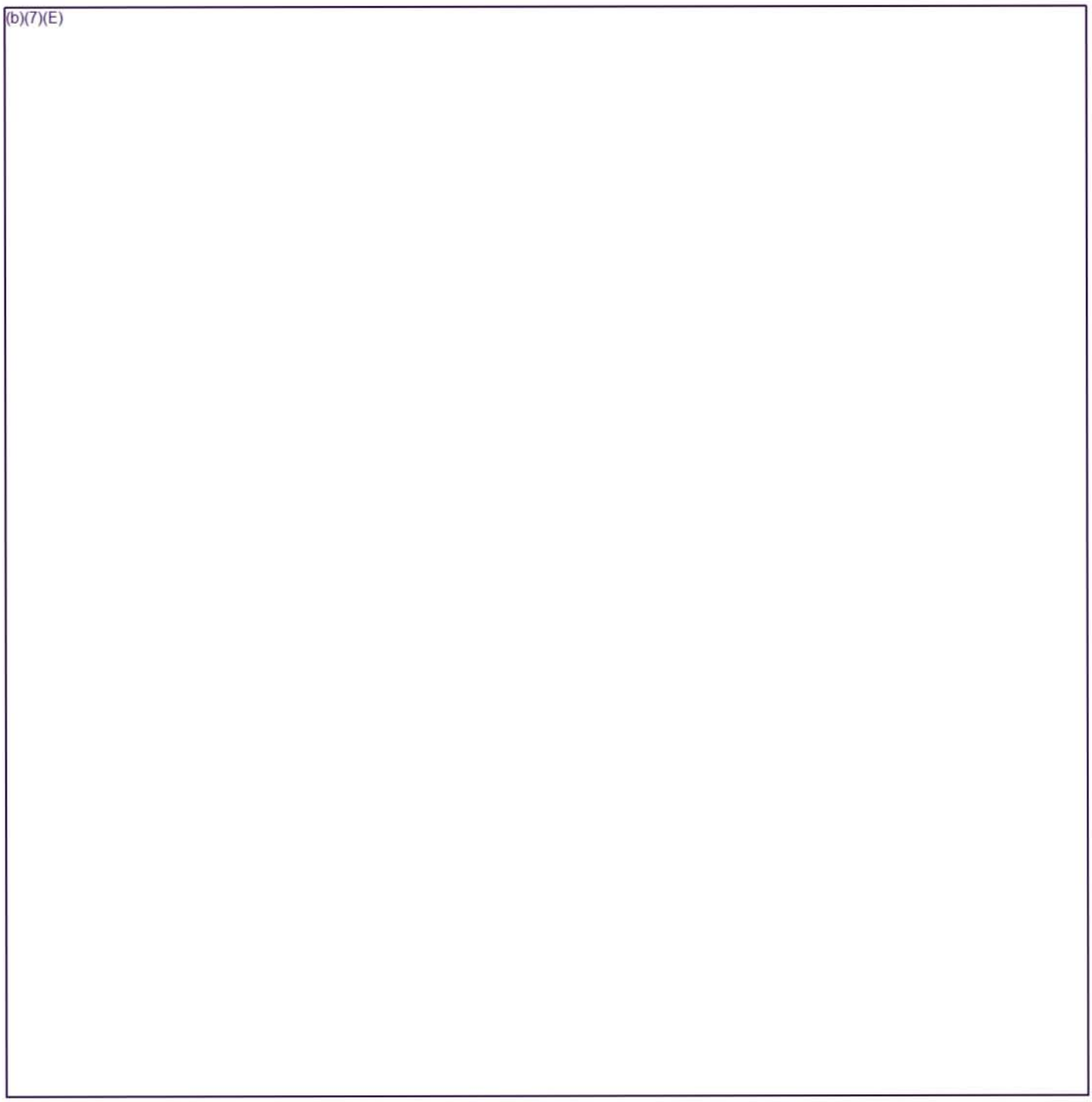
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Module V: Investigative Uses of LPR

Duration

1 Hour

Scope Statement

This module will cover the diverse uses of LPR data, highlighting cases in which it has been successfully used in the past.

Terminal Learning Objectives (TLO)

Upon the successful completion of this module, students will be able to identify investigations where LPR could play a key role.

Enabling Learning Objectives (ELO)

At the conclusion of this module, students will be able to:

1. Describe the versatility of LPR during investigations
2. List ways LPR could be incorporated into investigations

Lesson Topics

This module includes the following topics:

- Historical uses as it relates to both suspect and victims
- Crime series
- BOLO's
- Confirm or disprove statements
- Suspect identification
- Vehicle identification
- Geographical evidence

Resources

Classroom facility suitable for 40 students
Instructor Guide
Participant Guide
PowerPoint presentation
Computer
Projector
Projection Screen

Instructor-to-Participant Ratio

1:40 Maximum

Reference List

See Appendix A

Practical Exercise Statement

None

Assessment Strategy

Instructor will observe participant contributions in classroom discussion. In the final module of this course, students will participate in a group scenario-based assessment and take a 20 question written exam where a 70% passing score is required.

Participant's Note:

Instructor notes (in red) are contained throughout the lesson plan as appropriate. Many slides contain several elements that are displayed automatically or upon mouse clicks.

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Module VI: Hands-On Scenarios / Written Exam

Duration

2 Hours

Scope Statement

This module is the hands-on portion of the class demonstrating the diverse uses of the LEARN database while working through real-world scenarios that have previously been solved utilizing LPR technology.

Terminal Learning Objectives (TLO)

Upon the successful completion of this module, students will be confident in the basic functions of the LEARN database.

Enabling Learning Objectives (ELO)

At the conclusion of this module, students will be able to:

1. Describe LEARN use
2. Successfully navigate investigative scenarios utilizing the LEARN database
3. Enter a hot plate into the LEARN system

Lesson Topics

This module includes the following topics:

- Hands-on use of the LEARN database
- Clean up user profile
- Required audit
- Run plates related to investigations
- Utilize Stakeout
- Utilize Locate Analysis

Resources

Classroom facility suitable for 40 students
Instructor Guide
Participant Guide
PowerPoint presentation
Computer
Projector
Projection Screen

Computer with LEARN Program (1 computer per student is preferred; however, students can share computers if necessary)

Handout: Cell Phone SMS/TXT reference sheet

Instructor-to-Participant Ratio

1:40 Maximum

Reference List

See Appendix A

Practical Exercise Statement

Participants will work on their own or in a group setting, depending upon the setup of the training room. A series of scenarios based on either real scenarios or hypothetical situations will mimic daily queries of the LPR database. Participants will utilize various functions of the LEARN system within each scenario to allow the participants to become familiar with the diverse functions of the LPR database.

Assessment Strategy

Instructor will observe participant contributions in classroom discussion. In this final module of the course, students will participate in a group scenario-based assessment and take a 20 question written exam where a 70% passing score is required.

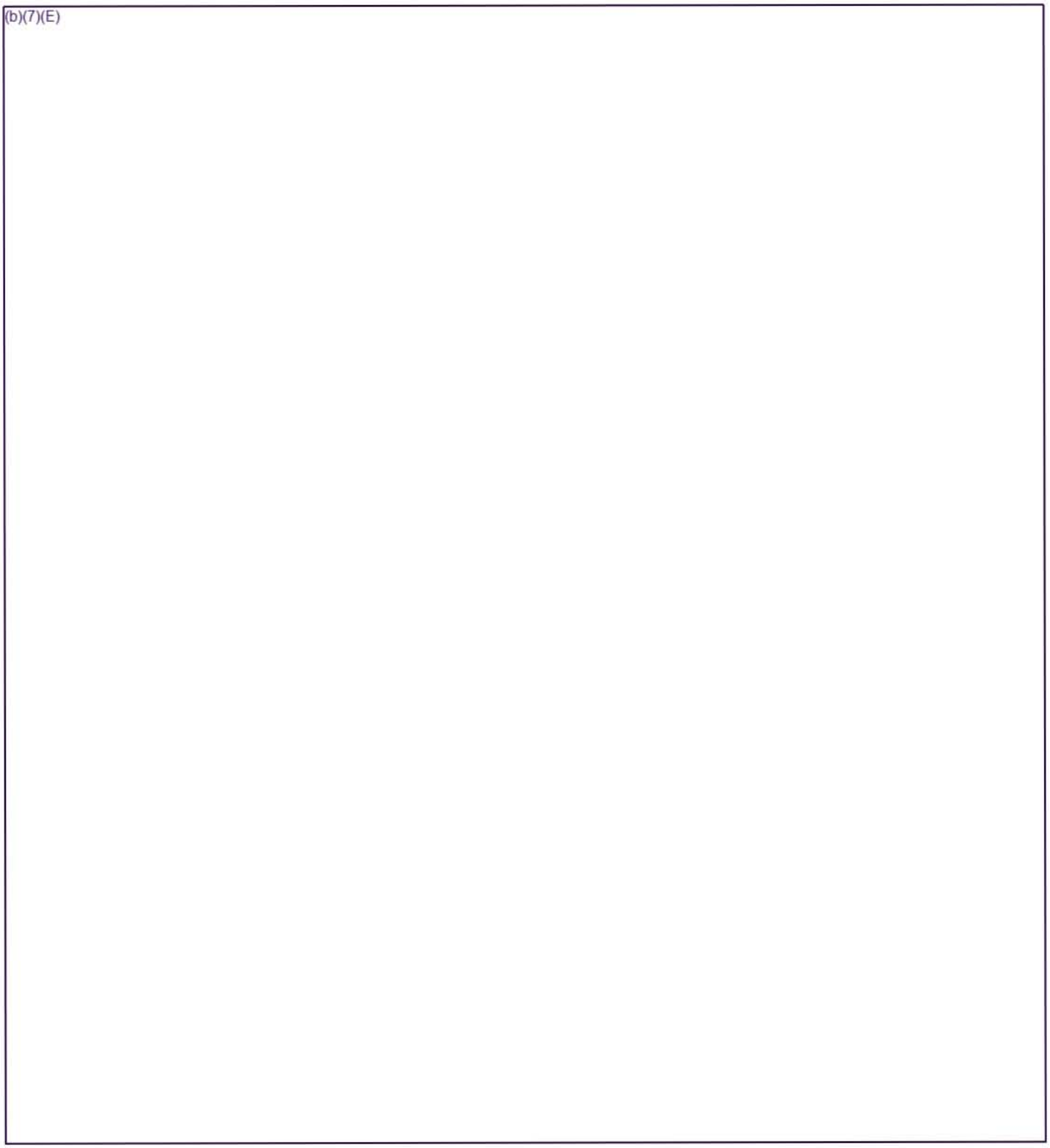
Participant's Note:

Instructor notes (in red) are contained throughout the lesson plan as appropriate. Many slides contain several elements that are displayed automatically or upon mouse clicks.

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APPENDIX A

Reference List

- Algorithm for License Plate Recognition. VISL, Technion. 2002.
- ACLU raises privacy concerns about police technology tracking drivers - CNN.com. *CNN*. 18 July 2013.
- Automated License Plate Recognition Systems: Policy and Operational Guidance for Law Enforcement. *U.S. Department of Justice, National Institute of Justice*. 2012.
- International Association of Chiefs of Police LPR Privacy Impact Assessment (2009)
- International Association of Chiefs of Police LPR System Policy and Operational Guidance (2012)
- RAND License Plate Readers for Law Enforcement Study (2014)
- American Civil Liberties Union "You Are Being Tracked" (2013)
- United States v. Antoine Jones, 132 S. Ct. 945 (2012)
- California Government Code 34090.6
- Criminal Intelligence Systems Operating Policies (28 CFR Part 23)
- United States Code 2725
- California Government Code Sections 6250-6270
- People v. Davila, 27 Misc. 3rd 921, 901 N.Y.S 2d 787(2010)
- People v. Mark Serrano
- United States v. Diaz-Castenada, 494, F.3d 1146, 1152 (9th Cir. 2007)
- United States v. Knotts, 460 U.S. 276 (1983)
- Rodriguez v. State, S.E.2d, 2013 WL 1767660 (Ga. Ct. App. 2013)
- Hernandez-Lopez v. State, 319 Ga. App. 254 (Ga. Ct. App. 2013)
- Green v. San Francisco, 2011 4434801 (N.D. Cal. Sept . 23, 2011) (Unpublished)
- United States v. Wilcox, 2011 WL 679416 (11th Cir. Feb. 28, 2011)
- State v. Chambers, 2010 WL 1287068 (N.C Ct. App. April 6, 2010) (Unpublished)
- United States v. Ellison,
- Federal Drivers Privacy Protection Act (1994)
- Vigilant Solutions User Manual
- California Vehicle Code Section 2413 (c)
- Northern California Region Information Center LPRWeb user manual
- El Paso Information Center DICE manual
- Guide to Critical Infrastructure and 1146

From: (b)(6);(b)(7)(C) on behalf of Los Angeles Statistics and Taskings Unit
Sent: 30 Jan 2018 12:11:03 -0500
(b)(6);(b)(7)(C)

Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

To: AFODs/(a)AFODs

Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

Enforcement and Removal Operations (ERO) has added License Plate Reader database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system.

All authorized ERO users who utilize the CLEAR system now have access to Vigilant Solutions commercial License Plate Reader data, housed in their Law Enforcement Archival & Reporting Network (LEARN).

The Vigilant Solutions License Plate Reader database stores vehicle license plate numbers that are recorded from cameras equipped with License Plate Reader technology from a variety of governmental and private sources. ICE does not contribute data to the commercial License Plate Reader database.

All ICE queries of this database service will be based on known license plate numbers. ICE users will not take any enforcement action against an individual based solely on the results of the query. Rather, ICE users will corroborate this information by querying other government systems to ensure that they have the most complete, accurate, and up-to-date information to generate leads.

It is anticipated that ICE users will be able to access LEARN via a link in the CLEAR system on Tuesday, January 30, 2018. Thomson Reuters Special Services (TRSS)/Vigilant will send emails to current users with their credentials along with user guides. An iPhone mobile application is forthcoming. Prior to logging into the system, the user must concur with the agency?s permissible uses of the system and affirmatively consent to these rules before proceeding further.

Potential Questions:

Q: What is LEARN License Plate Recognition?

A: Access to LEARN via CLEAR will provide users with the information on individual license

plates/vehicles to assist in investigations. Users will be able to see where a license plate has been within a specified timeframe.

Q: What?s my user id and password?

A: Users will have a user name and password that is separate and distinct from his/her CLEAR password. Each user will receive an email from TRSS/Vigilant with credentials. Each user?s username is generally the email he/she used to register with CLEAR. The temporary password will be (b)(7)(E) Users MUST change this password upon first login. (Ex: username: (b)(6);(b)(7)(C) password: (b)(7)(E)

Q: Where are my credentials? My colleague received hers already. Where are mine?

A: All credentials will be provided as soon as they are available and likely by the end of the week of January 29th. If credentials are not received by Monday, February 12th, please email (b)(6);(b)(7)(C) to troubleshoot.

Q:How do I login?

A: Users must log into LEARN via CLEAR www.clear.thomsonreuters.com<http://www.clear.thomsonreuters.com>.

Q: How do I use the platform?

A: A user guide will be provided as soon as possible, but in the meantime, please attend a WebEx session. A list of available sessions will be sent with user credentials. Please register for a session. In addition, in-person sessions will be scheduled at the field offices throughout 2018.

For those that need access to CLEAR and LEARN, please request access from your local CLEAR administrator.

Thank you,

(b)(6);(b)(7)(C)

Deportation Officer

U.S. Department of Homeland Security

Immigration and Customs Enforcement

Los Angeles Statistics and Taskings Unit

606 S. Olive Street, (b)(6);(b)(7)(C)

Los Angeles, CA 90014

Office: 213-633-(b)(6)

Cell: 213-200-(b)(6)

From: (b)(6);(b)(7)(C) on behalf of Los Angeles Statistics and Taskings Unit
Sent: 22 Feb 2018 19:48:29 -0500
(b)(6);(b)(7)(C)

Subject: License Plate Reader Guidance
Attachments: LPR Guidance (signed 12 27 2017).pdf, image001.jpg

To: AFODs

Subject: License Plate Reader Guidance

Recently, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) added License Plate Reader (LPR) database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system.

The ICE Office of Information Governance and Privacy (IGP) has issued the attached Privacy Guidance on Agency Access to and Use of LPR Data and Technology (a/k/a, LPR guidance). The purpose of this LPR guidance is to codify rules of behavior around previously-contemplated ICE uses of LPR data and technology. This guidance will serve on an interim basis until the publication of an ICE directive.

The LPR guidance is also available on the IGP Intranet site at
(b)(7)(E)

Thank you,

(b)(6);(b)(7)(C)

Deportation Officer

Department of Homeland Security/ICE/ERO

Los Angeles Statistics & Tasking Unit

606 S. Olive St. (b)(6);(b)(7)(

Los Angeles, CA 90014

Office: (213) 633-(b)(6)

Fax: (213) 633-4460



2018-ICLI-00035
233

From: (b)(6);(b)(7)(C) on behalf of Los Angeles Statistics and Taskings Unit
Sent: 23 Feb 2018 13:06:42 -0500
(b)(6);(b)(7)(C)
Subject: License Plate Reader Guidance
Attachments: image001.jpg, LPR Guidance (signed 12 27 2017).pdf

To: AFODs /(a)AFODs

Subject: License Plate Reader Guidance

Please ensure that all officers receive this guidance and abide by all the rules of behavior.

Thank you,

(b)(6);(b)(7)(C)

Deportation Officer

U.S. Department of Homeland Security

Immigration and Customs Enforcement

Los Angeles Statistics and Taskings Unit

606 S. Olive Street, (b)(6);(b)(7)(

Los Angeles, CA 90014

Office: 213-633-(b)(6)

Cell: 213-200-(b)(6);(

From: (b)(6);(b)(7)(C) On Behalf Of Los Angeles Statistics and Taskings Unit
Sent: Thursday, February 22, 2018 4:48 PM
(b)(6),(b)(7)(C)
Subject: License Plate Reader Guidance

To: AFODs

Subject: License Plate Reader Guidance

Recently, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) added License Plate Reader (LPR) database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system.

The ICE Office of Information Governance and Privacy (IGP) has issued the attached Privacy Guidance on Agency Access to and Use of LPR Data and Technology (a/k/a, LPR guidance). The purpose of this LPR guidance is to codify rules of behavior around previously-contemplated ICE uses of LPR data and technology. This guidance will serve on an interim basis until the publication of an ICE directive.

The LPR guidance is also available on the IGP Intranet site at
(b)(7)(E)

Thank you,

(b)(6);(b)(7)(C)

Deportation Officer

Department of Homeland Security/ICE/ERO

Los Angeles Statistics & Tasking Unit

606 S. Olive St. Suite 1900

Los Angeles, CA 90014

Office: (213) 633-(b)(6

Fax: (213) 633-(b)(6);(


U.S. DEPARTMENT OF HOMELAND SECURITY



2018-ICLI-00035
237

From: (b)(6);(b)(7)(C)
Sent: Thu, 8 Feb 2018 14:32:02 +0000
To: Anthony (Tony) Moraz;Mark.O.Ogletree@ice.dhs.gov;KIRK, Charles M
Subject: LPR access via CLEAR - it's a go!
Attachments: QUICK REFERENCE CARD LEARN PASSWORD ADMINISTRATION.pdf, LEARN access Training Resources - Make Vital Vehicle Connections To Accelerate Your Investigations .oft, smime.p7s

Dear CLEAR/LEARN administrators-
We have received permission to begin emailing credentials and will likely do so later today and throughout the day tomorrow. All users who have used CLEAR in the past 6 months will automatically receive credentials from me. **Our goal is to deliver all credentials by Friday, February 9th.** If you are asked to create credentials for users, please follow the attached guide. Please note users must have approval to access CLEAR in order to access LEARN.

Please join me at a session for administrators at 4pm today (Click here to register - https://thomsonreuters.webex.com/thomsonreuters/k2/j.php?MTID=te69eaa6c7a397831467dc0518c7f5a8d) This will be substantively the same as Tuesday's session, so there is no need to register for both unless you'd like to attend both. This will focus primarily on password generation, not the LEARN platform.

The LEARN password creation process will mirror the CLEAR password creation process in that if a user contacts Thomson Reuters directly, he will be directed to the SAC/AOR password administrator. No credentials will be generated without DHS approval.

Text to send to new users created by you – after initial password creation (also included in attached OFT):

Welcome to the newest addition to CLEAR - License Plate Recognition via LEARN

You NOW have access to license plate recognition capabilities within CLEAR for use as part of an investigation or evaluation.

To log in, follow the steps below:

1) Log into CLEAR at www.clear.thomsonreuters.com.
2) Under the VEHICLE search tab, click "**Click Here for Vigilant Solutions LEARN**"
3) Enter the LEARN credentials listed below (these are separate from your CLEAR credentials)
    a. Username: (b)(7)(E)
    b. Temporary password: (b)(7)(E)

This temporary password must be reset upon login.

If you have LEARN platform password questions/issues, please contact support@vigilantsolutions.com or 925-398-2079 for assistance.

Relying on CLEAR's collection of public and proprietary records on people, assets, businesses, affiliations and other critical information, in combination with Vigilant' s commercial LPR database of more than 6 billion vehicle detections, DHS will now have a potent new solution in CLEAR LPR to augment investigations.

License Plate Recognition offers a live gateway of Vigilant commercial license plate data to determine vehicle locations from within the LEARN platform.
In addition, the search offers an individual vehicle search by License Plate so you can search for more information.

TRAINING RESOURCES – WEBEX TRAINING AVAILABLE
Join us for a brief introduction to the LEARN platform. Click on the links below to register and receive an email with a link to the WebEx meeting. Registration is required, but there is no need to register for more than one session. There is a 500 attendee maximum per session; if a listed session is shown as full, please select another session to attend.

Day	Date	Time (all times ET)	Registration Required - click link to register
Friday	2/9/2018	8:00 AM	2/9/18 8:00AM
Friday	2/9/2018	10:00 AM	2/9/18 10:00AM
Friday	2/9/2018	1:30 PM	2/9/18 1:30PM
Friday	2/9/2018	3:00 PM	2/9/18 3:00PM
Monday	2/12/2018	12:00 NOON	2/12/18 12 NOON
Monday	2/12/2018	3:00 PM	2/12/18 3:00PM
Tuesday	2/13/2018	9:00 AM	2/13/18 9:00AM
Tuesday	2/13/2018	11:00 AM	2/13/18 11:00AM
Tuesday	2/13/2018	1:00 PM	2/13/18 1:00PM
Thursday	2/15/2018	8:30 AM	2/15/18 8:30AM
Thursday	2/15/2018	10:00 AM	2/15/18 10:00AM
Thursday	2/15/2018	1:30 PM	2/15/18 1:30PM
Thursday	2/15/2018	4:00 PM	2/15/18 4:00PM
Friday	2/16/2018	8:00 AM	2/16/18 8:00AM
Friday	2/16/2018	10:30 AM	2/16/18 10:30AM
Friday	2/16/2018	12:30 PM	2/16/18 12:30PM
Friday	2/16/2018	3:00 PM	2/16/18 3:00PM

Future training – There will be WebEx's available throughout the month of February, as well as on the 1st and 3rd Thursday of every month starting March 1st at www.clear.webex.com. There will also be in person sessions at locations across the country throughout the year.

User Guide: A user guide will be available by the end of February. If not received by that time, please email (b)(6);(b)(7)(C) for the latest user guide.

If you have any additional questions, please do not hesitate to contact me.

QUICK REFERENCE CARD: CREATING NEW USERS IN LEARN

Follow the eight (8) steps below to create new LEARN users.

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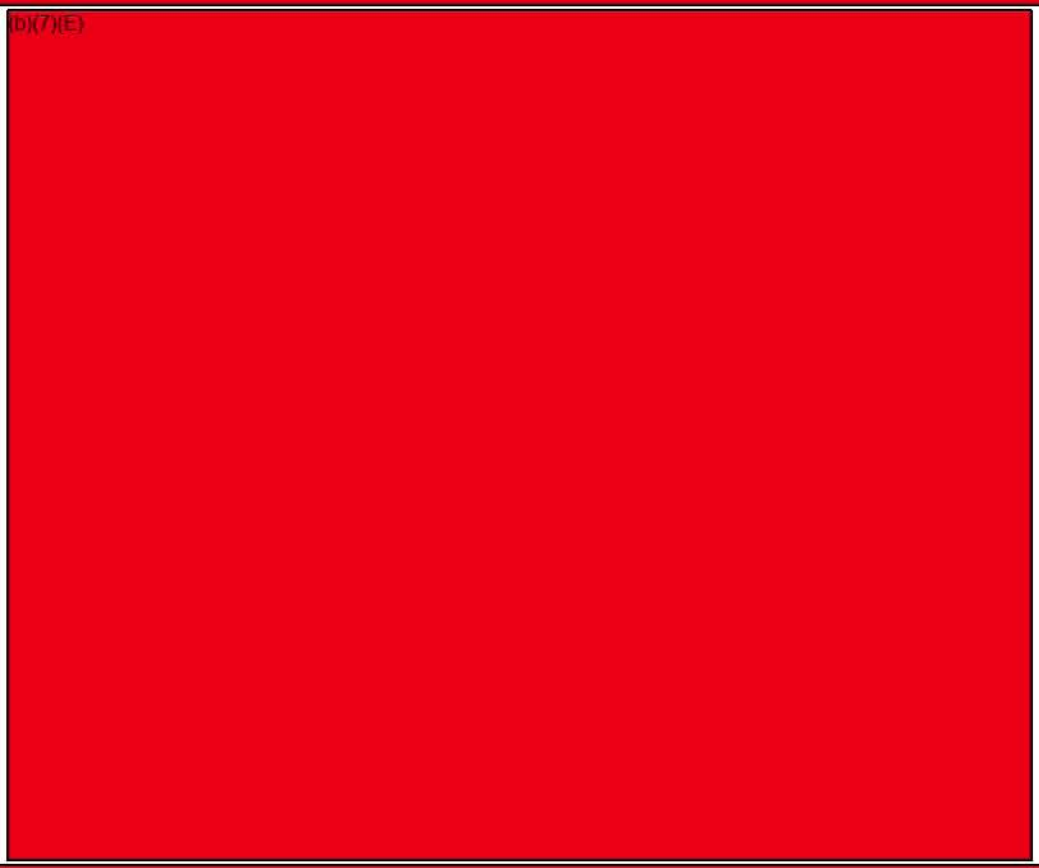
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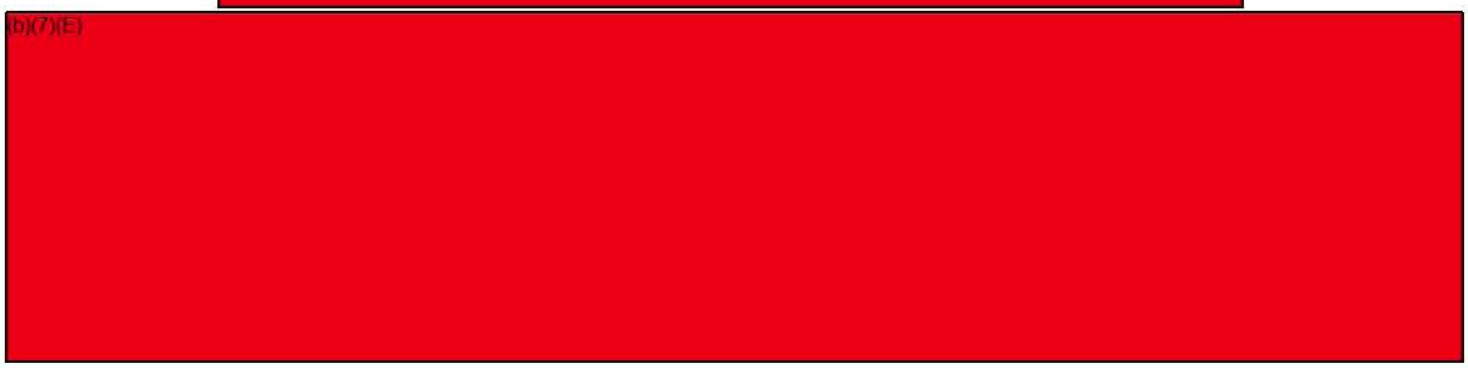
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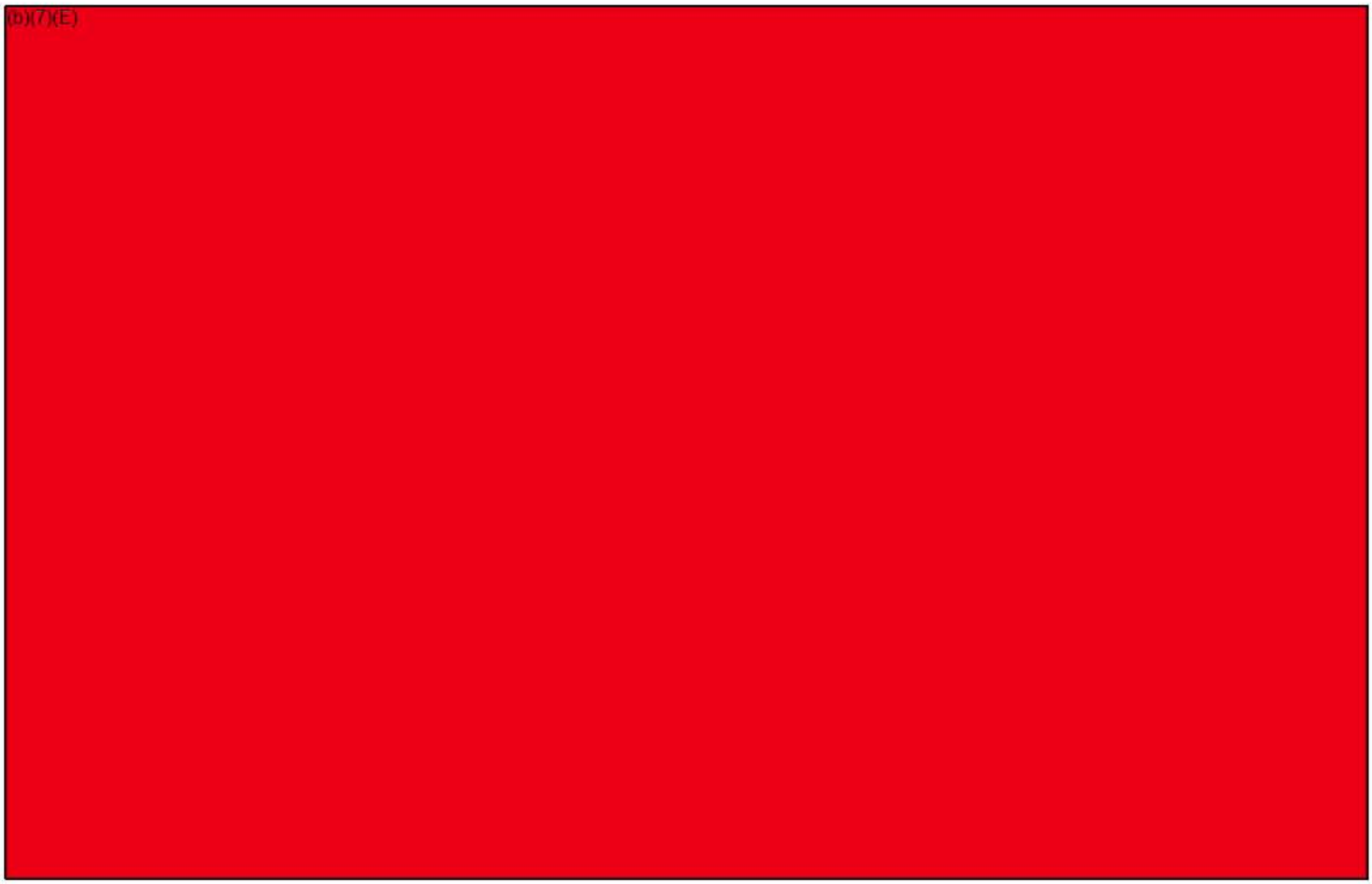
7) (b)(7)(E)







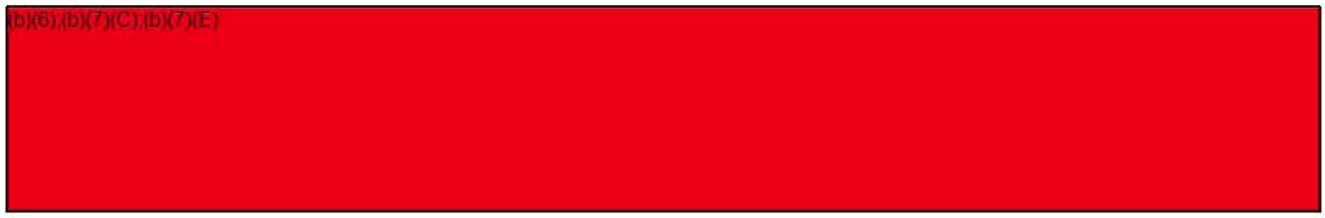
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8) (b)(6),(b)(7)(C),(b)(7)(E)



From: SFR-ERO-Tasking
To: #ERO SAN FRAN FLD OFC
Subject: FW: License Plate Reader Guidance
Date: Thursday, February 22, 2018 3:33:00 PM
Attachments: LPR Guidance (signed 12 27 2017).pdf

From: ERO Taskings
Sent: Thursday, February 22, 2018 2:18 PM
Subject: License Plate Reader Guidance

This message is sent on behalf of Corey A. Price, Assistant Director for Enforcement, with the concurrence of Nathalie R. Asher, Acting Assistant Director for Field Operations:

To: **Field Office Directors, Deputy Field Office Directors, and Assistant Field Office Directors**

Subject: **License Plate Reader Guidance**

Recently, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) added License Plate Reader (LPR) database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system.

The ICE Office of Information Governance and Privacy (IGP) has issued the attached Privacy Guidance on Agency Access to and Use of LPR Data and Technology (a/k/a, LPR guidance). The purpose of this LPR guidance is to codify rules of behavior around previously-contemplated ICE uses of LPR data and technology. This guidance will serve on an interim basis until the publication of an ICE directive.

The LPR guidance is also available on the IGP Intranet site at
(b)(7)(E)

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use this information. Please inform the sender that you received this message in error and delete the message from your system.

From: (b)(6);(b)(7)(C)
To: # SFR ERO SNJ USERS
Subject: License Plate Recognition Access for ERO
Date: Thursday, February 8, 2018 8:56:28 AM

All,

Good News!!
Over the next couple days, all active registered users of CLEAR will be receiving access to LEARN, which is a License Plate Recognition database powered by Vigilant Solutions. This access will be granted through a registration email sent (most likely) by (b)(6);(b)(7)(C) entitled "LEARN access & Training Resources…"
Some of you may have already received this email.

As the CLEAR admin, I will also be the LEARN admin, so if you have any issues with your account, let me know.

(b)(6);(b)(7)(C)
Supervisory Detention and Deportation Officer
Department of Homeland Security / ICE / San Jose Sub Office
408-776-(b)(6) Desk
415-716-(b)(7 Cell
(b)(6);(b)(7)(C)

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From: Vigilant Solutions
To: (b)(6);(b)(7)(C)
Subject: URGENT SPECIAL NOTIFICATION: Planned LEARN Outage- June 24
Date: Saturday, June 23, 2018 8:32:26 AM

Is this email not displaying correctly?
View it in your browser
<http://www2.vigilantsolutions.com/webmail/43142/766744755/de61ccd714c2672fa4ccacd0966d0375620d5e05e2e673f00351188ae6216f36> .

<http://www2.vigilantsolutions.com/l/43142/2015-09-15/3s1823/43142/161958/VigilantSolutions_logo_k.png>

SPECIAL NOTIFICATION

Dear Customer,

Vigilant Solutions will experience a planned LEARN outage related to a data center migration into a new state-of-the-art facility. This migration is required for us to continue to deliver the great services that you depend on. We wanted to prepare you for this outage, as LEARN server access will be limited during the duration of the move. We will coordinate this migration to occur during the least active period to minimize interruptions to services. Here are some answers to questions that you may have.

Maintenance Window

*06/24/2018 12:00 AM PDT through 06/25/2018 12:00 AM PDT

Impacted URLs:

*learn-nvls.com
*clientportal.vigilantsolutions.com
*international.vigilantsolutions.com
*demo.vigilantsolutions.com

Impacted Products:

*CarDetector Mobile™ (CDM)
*CarDetector Fixed™ (CDF)
*Mobile Companion
*Target Alert Service™ (TAS)
*Email Notices
*FaceSearch™
*BallisticSearch ™
*PlateSearch ™
*Standalone Cameras
*Integration Services

Anticipated impact:

*Limited or no access during the maintenance window to Vigilant Products that require cloud hosted services
*CarDetector Mobile ™ and CarDetector Fixed ™ clients will continue to generate hits from previously downloaded hot-lists
*Standalone Fixed cameras will not upload detections for alerting until services resume
*Alert notices will be delayed until cloud hosted services resume

Should you have any questions, please contact our support team at support@vigilantsolutions.com <mailto:support@vigilantsolutions.com?subject=LEARN%20Outage%20June%2024>

Sincerely,

Vigilant Solutions

Copyright © 2018, All rights reserved.

Our mailing address is:

Vigilant Solutions
1152 Stealth Street
Livermore, CA 94551

unsubscribe from this list
<http://www2.vigilantsolutions.com/unsubscribe/u/43142/de61ccd714c2672fa4ccacd0966d0375620d5e05e2e673f00351188ae6216f36/766744755>
| update subscription preferences <http://www2.vigilantsolutions.com/e/43142/email-preferences/6x7yyj/766744755>
<http://www2.vigilantsolutions.com/r/43142/1/766744755/open/1>

From: Vigilant Solutions
To: (b)(6);(b)(7)(C)
Subject: Vigilant Solutions Acquisition Announcement
Date: Wednesday, June 13, 2018 9:26:04 AM

Vigilant Solutions: Acquisition Announcement

<http://www2.vigilantsolutions.com/e/43142/2018-06-13/6x42qh/764853528>

About <http://www2.vigilantsolutions.com/e/43142/about-/6x42qk/764853528> Solutions <http://www2.vigilantsolutions.com/e/43142/products-/6x42qm/764853528> Contact <http://www2.vigilantsolutions.com/e/43142/contact-/6x42qp/764853528>

<http://www2.vigilantsolutions.com/l/43142/2018-06-04/6wyxwr/43142/220302/VS_GunOps_PressImage_5.jpg>

Vigilant Solutions Acquisition Announcement

Dear (b)(6);(b)(7

We are very excited to announce today that Vigilant Solutions has acquired the assets of ShotCaller Global Inc. <http://www2.vigilantsolutions.com/e/43142/tigative-tool-law-enforcement-/6x42qf/764853528> , developer of GunOps™ and DNAOps™ investigative solutions for law enforcement. This acquisition enables us to provide the law enforcement community with firearm forensic mapping and DNA crime mapping technology that complement our existing suite of automated license plate reader (ALPR) data, facial recognition technology and ballistics analysis solutions.

GunOps and DNAOps are web-based interactive investigation tools. GunOps allows law enforcement investigators and analysts to enter, visualize and access information about firearm-related crimes, forensic test results and armed criminals. DNAOps allows law enforcement to enter, visualize and access information about crimes where DNA has been recovered from crime scenes, using web-based mapping applications.

So, what does this mean for you, our customers? It means Vigilant Solutions is now well-positioned to help you and your jurisdiction to combat the growing epidemic of gun crime. Specifically, our enhanced suite of offerings enables us to provide you the ability to help identify the G.E.T. – geography, event and time – of gun crime.

Anyone who works with or for Vigilant Solutions knows that we are passionate about the fact that our solutions help to keep communities and law enforcement safe. This acquisition is exciting because it not only allows us to continue to achieve that goal, but also enables us to expand our capabilities and help you to eradicate violent gun crime in your communities.

If you are interested in learning more about GunOps, please reach out to your Account Manager or contact us at Sales@VigilantSolutions.com <mailto:Sales@VigilantSolutions.com> .

Be Safe. Be Smart. Be Vigilant.

(b)(6);(b)(7)(
Founder and President

<http://oocdev.com/vigilant/e10/img/arrow_white.png>

<http://www2.vigilantsolutions.com/e/43142/2018-06-13/6x42qh/764853528>

Be Safe. Be Smart. Be Vigilant.
VigilantSolutions.com <http://www2.vigilantsolutions.com/e/43142/2018-06-13/6x42qh/764853528> • 925-398-2079 <tel:925-398-2079>

<http://www2.vigilantsolutions.com/e/43142/vigilantsolutions-global-/6x42qw/764853528>
<http://www2.vigilantsolutions.com/e/43142/company-vigilant-solutions-/6x42qy/764853528>
<http://www2.vigilantsolutions.com/e/43142/VigilantSol/6x42r1/764853528>

Vigilant Solutions <http://www2.vigilantsolutions.com/e/43142/2018-06-13/6x42qh/764853528> , 1152 Stealth Street, Livermore, CA 94551, 925-398-2079 <tel:925-398-2079>

Unsubscribe
<http://www2.vigilantsolutions.com/unsubscribe/u/43142/de61ccd714c2672fa4ccacd0966d0375620d5e05e2e673f00351188ae6216f36/764853528>

<http://www2.vigilantsolutions.com/r/43142/1/764853528/open/1>

From: (b)(6);(b)(7)(C)
Sent: 5 Jul 2018 18:13:49 +0000
To: (b)(6);(b)(7)(C)
Cc: Tasking, SBD
Subject: Vigilant Solutions Support
Attachments: image001.jpg

(b)(6);(b)(7)(C

Please see below for the helpdesk/password support.

If you have LEARN platform password questions/issues, please contact support@vigilantsolutions.com<mailto:support@vigilantsolutions.com> or 925-398-2079 for assistance.

Relying on CLEAR's collection of public and proprietary records on people, assets, businesses, affiliations and other critical information, in combination with Vigilant's commercial LPR database of more than 6 billion vehicle detections, DHS will now have a potent new solution in CLEAR LPR to augment investigations.

License Plate Recognition offers a live gateway of Vigilant commercial license plate data to determine vehicle locations from within the LEARN platform.

In addition, the search offers an individual vehicle search by License Plate so you can search for more information.

TRAINING RESOURCES ? WEBEX TRAINING AVAILABLE

Additional future training ? There will be WebEx's available throughout the following months, at www.clear.webex.com<https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.clear.webex.com&data=02%7C01%7CCatherine.Wahl%40trssllc.com%7C4894512982de4266214508d569cf5866%7Cd0b5bc72cd6448dda1c15321ce8ebc7b%7C0%7C0%7C636531261650849446&sdata=AOsu9cc%2BL9KLwVfl%2BvyzjTrfX9gRphDIzoYUYsaKcW4%3D&reserved=0>. There will also be in person sessions at locations across the country throughout the year.

User Guide: A user guide will be available by the end of February. If not received by that time, please email LEARNSupport@trssllc.com<mailto:LEARNSupport@trssllc.com> for the latest user guide.

If you have any additional questions, please do not hesitate to contact us at LEARNSupport@trssllc.com<mailto:LEARNSupport@trssllc.com>.

Thank you,

(b)(6),(b)(7)(C)

Supervisory Detention and Deportation Officer / U.S. Department of Homeland Security

Immigration and Customs Enforcement / Enforcement and Removal Operations ? Fugitive Operations Team ? San Bernardino

655 W. Rialto Ave, (b)(6),(b)(7)(San Bernardino, California 92410|?: (909) 386-(b)(6) Office |<http://thesceneisdead.com/wp-content/uploads/2013/04/cell-phone-1024x811.jpg>: (213) 216(b)(6), Cell| 7: (909) 386--3399 Fax |





VIGILANT SOLUTIONS ACQUISITION ANNOUNCEMENT

Dear (b)(6);(b)(7)(C)

We are very excited to announce today that Vigilant Solutions has acquired the assets of ShotCaller Global Inc., developer of GunOps™ and DNAOps™ investigative solutions for law enforcement. This acquisition enables us to provide the law enforcement community with firearm forensic mapping and DNA crime mapping technology that complement our existing suite of automated license plate reader (ALPR) data, facial recognition technology and ballistics analysis solutions.

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DNAOps allows law enforcement to enter, visualize and access information about crimes where DNA has been recovered from crime scenes, using web-based mapping applications.

So, what does this mean for you, our customers? It means Vigilant Solutions is now well-positioned to help you and your jurisdiction to combat the growing epidemic of gun crime. Specifically, our enhanced suite of offerings enables us to provide you the ability to help identify the G.E.T. – geography, event and time – of gun crime.

Anyone who works with or for Vigilant Solutions knows that we are passionate about the fact that our solutions help to keep communities and law enforcement safe. This acquisition is exciting because it not only allows us to continue to achieve that goal, but also enables us to expand our capabilities and help you to eradicate violent gun crime in your communities.

If you are interested in learning more about GunOps, please reach out to your Account Manager or contact us at Sales@VigilantSolutions.com.

Be Safe. Be Smart. Be Vigilant.

(b)(6);(b)(7)(C)

Founder and President





Vigilant Solutions, 1152 Stealth Street, Livermore, CA 94551, 925-398-2079

Unsubscribe

From: SFR-ERO-Tasking
To: #ERO SAN FRAN FLD OFC
Subject: FW: License Plate Reader Database access available through the CLEAR database on January 30, 2018
Date: Friday, February 9, 2018 10:10:21 AM

SFR ERO,

Please see email regarding enhancements to CLEAR. AFOD (b)(6);(b)(7)(C) and SDDO (b)(6);(b)(7)(C) are both CLEAR admins for the AOR should you require access.

Thank you,

(b)(6);(b)(7)(C)
SFR ERO Tasking

From: ERO Taskings
Sent: Monday, January 29, 2018 11:21 AM
Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

This message is sent on behalf of Corey A. Price, Assistant Director for Enforcement, with the concurrence of Nathalie R. Asher, Acting Assistant Director for Field Operations:

To: Field Office Directors, Deputy Field Office Directors, and Assistant Field Office Directors

Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

Enforcement and Removal Operations (ERO) has added License Plate Reader database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system. All authorized ERO users who utilize the CLEAR system now have access to Vigilant Solutions commercial License Plate Reader data, housed in their Law Enforcement Archival & Reporting Network (LEARN).

The Vigilant Solutions License Plate Reader database stores vehicle license plate numbers that are recorded from cameras equipped with License Plate Reader technology from a variety of governmental and private sources. ICE does not contribute data to the commercial License Plate Reader database.

All ICE queries of this database service will be based on known license plate numbers. ICE users will not take any enforcement action against an individual based solely on the results of the query. Rather, ICE users will corroborate this information by querying other government systems to ensure that they have the most complete, accurate, and up-to-date information to generate leads.

It is anticipated that ICE users will be able to access LEARN via a link in the CLEAR system on Tuesday, January 30, 2018. Thomson Reuters Special Services (TRSS)/Vigilant will send

emails to current users with their credentials along with user guides. An iPhone mobile application is forthcoming. Prior to logging into the system, the user must concur with the agency's permissible uses of the system and affirmatively consent to these rules before proceeding further.

Potential Questions:

Q: What is LEARN License Plate Recognition?

A: Access to LEARN via CLEAR will provide users with the information on individual license plates/vehicles to assist in investigations. Users will be able to see where a license plate has been within a specified timeframe.

Q: What's my user id and password?

A: Users will have a user name and password that is separate and distinct from his/her CLEAR password. Each user will receive an email from TRSS/Vigilant with credentials. Each user's username is generally the email he/she used to register with CLEAR. The temporary password will be (b)(7)(E) Users MUST change this password upon first login. (Ex: username: (b)(6);(b)(7)(C) password: (b)(7)(E)

Q: Where are my credentials? My colleague received hers already. Where are mine?

A: All credentials will be provided as soon as they are available and likely by the end of the week of January 29th. If credentials are not received by Monday, February 12th, please email (b)(6);(b)(7)(C) to troubleshoot.

Q:How do I login?

A: Users must log into LEARN via CLEAR www.clear.thomsonreuters.com.

Q: How do I use the platform?

A: A user guide will be provided as soon as possible, but in the meantime, please attend a WebEx session. A list of available sessions will be sent with user credentials. Please register for a session. In addition, in-person sessions will be scheduled at the field offices throughout 2018.

For those that need access to CLEAR and LEARN, please request access from your local CLEAR administrator.

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use this information. Please inform the sender that you received this message in error and delete the message from your system.

From: (b)(6);(b)(7)(C)
To:
Subject: LEARN access & Training Resources - Make Vital Vehicle Connections To Accelerate Your Investigations
Date: Friday, February 9, 2018 6:49:52 AM

Welcome to the newest addition to CLEAR - License Plate Recognition via LEARN

You NOW have access to license plate recognition capabilities within CLEAR for use as part of an investigation or evaluation.

To log in, follow the steps below:

1) Log into CLEAR at www.clear.thomsonreuters.com.
2) Under the VEHICLE search tab, click "**Click Here for Vigilant Solutions LEARN**"
3) Enter the LEARN credentials listed below (these are separate from your CLEAR credentials)
   a. Username: (b)(6);(b)(7)(C)
   b. Temporary password: (b)(7)(E)

This temporary password must be reset upon login. Enter (b)(7)(E) in the current password prompt.

If you have LEARN platform password questions/issues, please contact support@vigilantsolutions.com or 925-398-2079 for assistance.

Relying on CLEAR's collection of public and proprietary records on people, assets, businesses, affiliations and other critical information, in combination with Vigilant's commercial LPR database of more than 6 billion vehicle detections, DHS will now have a potent new solution in CLEAR LPR to augment investigations.

License Plate Recognition offers a live gateway of Vigilant commercial license plate data to determine vehicle locations from within the LEARN platform.
In addition, the search offers an individual vehicle search by License Plate so you can search for more information.

TRAINING RESOURCES – WEBEX TRAINING AVAILABLE
Join us for a brief introduction to the LEARN platform. Click on the links below to register and receive an email with a link to the WebEx meeting. Registration is required, but there is no need to register for more than one session. There is an attendee maximum per session; if a listed session is shown as full, please select another session to attend.

Please note that due to the number of registrants and sessions, I am unable to provide WebEx support/assistance. Please contact your help desk with any problems connecting to the WebEx.

Day	Date	Time (all times ET)	Registration Required - click link to register
Friday	2/9/2018	10:00 AM	2/9/18 10:00AM
Friday	2/9/2018	1:30 PM	2/9/18 1:30PM

Friday	2/9/2018	3:00 PM	2/9/18 3:00PM
Monday	2/12/2018	12:00 NOON	2/12/18 12 NOON
Monday	2/12/2018	3:00 PM	2/12/18 3:00PM
Tuesday	2/13/2018	9:00 AM	2/13/18 9:00AM
Tuesday	2/13/2018	11:00 AM	2/13/18 11:00AM
Tuesday	2/13/2018	1:00 PM	2/13/18 1:00PM
Thursday	2/15/2018	8:30 AM	2/15/18 8:30AM
Thursday	2/15/2018	10:00 AM	2/15/18 10:00AM
Thursday	2/15/2018	1:30 PM	2/15/18 1:30PM
Thursday	2/15/2018	4:00 PM	2/15/18 4:00PM
Friday	2/16/2018	8:00 AM	2/16/18 8:00AM
Friday	2/16/2018	10:30 AM	2/16/18 10:30AM
Friday	2/16/2018	12:30 PM	2/16/18 12:30PM
Friday	2/16/2018	3:00 PM	2/16/18 3:00PM

Additional future training – There will be WebEx's available throughout the month of February, as well as on the 1st and 3rd Thursday of every month starting March 1st at www.clear.webex.com. There will also be in person sessions at locations across the country throughout the year.

User Guide: A user guide will be available by the end of February. If not received by that time, please email LEARNSupport@trssllc.com for the latest user guide.

If you have any additional questions, please do not hesitate to contact us at LEARNSupport@trssllc.com.

From: (b)(6);(b)(7)(C)
To: # SFR ERO SNJ USERS
Subject: RE: License Plate Recognition Access for ERO
Date: Thursday, February 8, 2018 2:35:14 PM
Attachments: Participant Guide.doc

Here is more information and some training guides on how to use Vigilant. I put the information on our Share drive under Fugops, file name is NCRIC ALPR Class Files. If anyone need some assistance on using Vigilant let me know.

(b)(7)(E)

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 8, 2018 8:56 AM
To: # SFR ERO SNJ USERS
Subject: License Plate Recognition Access for ERO

All,

Good News!!
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Some of you may have already received this email.

As the CLEAR admin, I will also be the LEARN admin, so if you have any issues with your account, let me know.

(b)(6);(b)(7)(C)
Supervisory Detention and Deportation Officer
Department of Homeland Security / ICE / San Jose Sub Office
408-776-(b)(6);(b)(7)(C) Desk
415-716-(b)(6);(b)(7)(C) Cell
(b)(6);(b)(7)(C)

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Search Results

Search Query

Start Time	8/12/2014 00:00
End Time	8/12/2015 23:59
Case Number	(b)(7)(E)
Search Purpose	Criminal or Arrest
License Plate Number	(b)(6);(b)(7)(C)

Results (0)

No results were found

Notice: The following information is to be used for analysis and investigative work only.

Vehicle Detection Report

(b)(7)(E);(b)(6);(b)(7)(C)

Vehicle Detection Report

(b)(6);(b)(7)(C);(b)(7)(E)

Vehicle Detection Report

(b)(6);(b)(7)(C);(b)(7)(E)

Vehicle Detection Report

(b)(6);(b)(7)(C);(b)(7)(E)

Vehicle Detection Report

(b)(6);(b)(7)(C);(b)(7)(E)

Vehicle Detection Report

(b)(6),(b)(7)(C),(b)(7)(E)

Vehicle Detection Report

(b)(6);(b)(7)(C);(b)(7)(E)

Vehicle Detection Report

(b)(6),(b)(7)(C),(b)(7)(E)

Vehicle Detection Report

(b)(6);(b)(7)(C)

Vehicle Detection Report

(b)(6);(b)(7)(C);(b)(7)(E)

Vehicle Detection Report

(b)(6);(b)(7)(C);(b)(7)(E)

Vehicle Detection Report

(b)(6);(b)(7)(C);(b)(7)(E)

Vehicle Detection Report

(b)(6);(b)(7)(C);(b)(7)(E)

From: (b)(6);(b)(7)(C)
To: # SFR ERO SNJ USERS
Subject: License Plate Recognition Access for ERO
Date: Thursday, February 8, 2018 8:56:28 AM

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Some of you may have already received this email.

As the CLEAR admin, I will also be the LEARN admin, so if you have any issues with your account, let me know.

(b)(6);(b)(7)(C)
Supervisory Detention and Deportation Officer
Department of Homeland Security / ICE / San Jose Sub Office
408-776-(b)(6);(b)(Desk
415-716- Cell
(b)(6);(b)(7)(C)

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Page 279

Withheld pursuant to exemption

Duplicate

of the Freedom of Information and Privacy Act

From: (b)(6);(b)(7)(C)
Sent: 10 May 2018 20:24:24 +0000
To: (b)(6);(b)(7)(C)
Subject: CLEAR LPR Administrator Reference: Adding Data from non-ICE sources
Attachments: DHS ICE CLEAR LPR - Receiving Data from Outside ICE.pdf

Thank you to those who were able to join me on the WebEx sessions yesterday and today. We're excited about the additional data that may now be available to ICE.

For those you who were unable to attend, I've attached a step-by-step guide (with pictures!) to initiate LPR detection sharing from agencies outside of ICE within the LEARN platform. For those of you on the calls who received this document already, nothing has changed in this version.

As always, please feel free to contact me with any questions you may have. I'd be glad to walk you through the process or answer any additional questions.

Kind regards,

(b)(6);(b)(7)(

From: (b)(6);(b)(7)(C)
Sent: 10 Feb 2014 18:32:35 +0000
To: (b)(6);(b)(7)(C)
Subject: License plate reader / locator

Here are the two license plate databases we use. They provide date, time, location, and vehicle photo. We?ve solved several fugitive cases, including a foreign fugitive case with these tools. I?m not sure how much data they have in common, but our TECS system refers to one or the other, depending on the result.

http://nvls-lpr.com/nvls/

https://www.platenet.com/praweb/index.jsf

(b)(6);(b)(7)(C)

Department of Homeland Security

San Jose, CA

415-716-(b)(6) cell

408-918-4001 fax

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From: (b)(6);(b)(7)(C)
Sent: 29 Jan 2010 18:44:57 +0000
To: (b)(6);(b)(7)(C)
Subject: RE: CBP contact at SYS

We have all the crossing info available from ATS, but he might need them to run some plates to see if there's a plate reader hit on an exit. I don't have the info, but the detective is:

(b)(6);(b)(7)(C)

Street Crimes Detective

Morgan Hill Police Department

Office # - 408-779-(b)(6);(b)(7)(C)

Cell # - 408-461-

From: (b)(6);(b)(7)(C)
Sent: Friday, January 29, 2010 8:17 AM
To: (b)(6);(b)(7)(C)
Subject: RE: CBP contact at SYS

Shoot me the info on your Subject?.

From: (b)(6);(b)(7)(C)
Sent: Friday, January 29, 2010 8:15 AM
To: (b)(6);(b)(7)(C)
Subject: RE: CBP contact at SYS

I'll give you a dollar..

From: (b)(6);(b)(7)(C)
Sent: Friday, January 29, 2010 8:15 AM
To: (b)(6);(b)(7)(C) # SFR DRO SNJ USERS; # SFR DRO SNJ CAP
Subject: RE: CBP contact at SYS

Yes?.

From: (b)(6);(b)(7)(C)
Sent: Friday, January 29, 2010 7:53 AM
To: # SFR DRO SNJ USERS; # SFR DRO SNJ CAP
Subject: CBP contact at SYS

All,

Does anyone have a good contact at CBP, preferrably at SYS? I have a detective working on a murder case trying to track down some crossing info that we don't have access to.

Thanks,

(b)(6);(b)(7)(C)

Deportation Officer

Department of Homeland Security

Immigration and Customs Enforcement

San Jose, CA

415-716(b)(6)3 cell

408-918-4001 fax

(b)(6);(b)(7)(C);(b)(7)(E)

(b)(6);(b)(7)(C);(b)(7)(E)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C	192118FLMURQ0023	

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL MN 55164

CODE 1485082860000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18P00000017

10B. DATED *(SEE ITEM 13)* 12/22/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding Only Action

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 148508286
Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);(b)
Email: (b)(6);(b)(7)(C)

Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6)
Email: (b)(6);(b)(7)(C)

Contracting Officer: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);(
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	(b)(6);(b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6),(b)(7)(C) There is a requisition associated with this modification; 192118FLMMURQ0023 The purpose of this modification P00002 is to add additional funding to CLIN 0002 in the amount of (b)(4) As a result, the total amount of 70CDCR18P00000017 remains unchanged at: (b)(4) Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. Exempt Action: Y Sensitive Award: PII Discount Terms: Net 30 FOB: Destination Period of Performance: 12/22/2017 to 09/21/2020 Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. As a result, funding for CLIN 0002 has increased From (b)(4) By: To: Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Continued ...	12	MO	(b)(4)	

NAME OF OFFEROR OR CONTRACTOR
WEST PUBLISHING CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E);(b)(4)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C	See Schedule	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6);(b)(7)(C) WASHINGTON DC 20536	ICE/DCR		

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*	9A. AMENDMENT OF SOLICITATION NO	10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED *(SEE ITEM 13)*
WEST PUBLISHING CORPORATION PO BOX 64833 SAINT PAUL MN 55164	(x)	X 70CDCR18P00000017	12/22/2017

CODE 1485082860000	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended. [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding Only Action

E. IMPORTANT: Contractor [X] is not. [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 148508286
Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Email: (b)(6);(b)(7)(C)

Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Email: (b)(6);(b)(7)(C)

Contracting Officer: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	(b)(6);(b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	5/1/2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
WEST PUBLISHING CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6),(b)(7)(C) There is a requisition associated with this modification; 192118FUGOPS12091. The purpose of this modification P00003 is to add additional funding to CLIN 0002 in the amount of (b)(4) As a result, the total obligated amount on this order is increased from: From: (b)(4) By: To: Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. ------ Exempt Action: Y Sensitive Award: PII FOB: Destination Period of Performance: 12/22/2017 to 09/21/2020 Change Item 0002 to read as follows(amount shown is the obligated amount): 0002 Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. As a result, funding for CLIN 0002 has increased From: (b)(4) By: To: Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Continued ...	12	MO	(b)(4)	

NAME OF OFFEROR OR CONTRACTOR
WEST PUBLISHING CORPORATION

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Requisition No: 192118FLMURQ0023, 192118FUGOPS12087.1, 192118FUGOPS12091				
	(b)(4);(b)(7)(E)				
	Period of Performance: 02/01/2018 to 01/31/2019 --- All other prices, terms, and conditions of 70CDCR18000C0017 remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	See Block 16C	192118FUGOPS12092	

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL MN 55164

CODE 1485082860000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18P00000017

10B. DATED *(SEE ITEM 13)* 12/22/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: (b)(4)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding Only Action

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 148508286
Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Email: (b)(6);(b)(7)(C)

Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Email: (b)(6);(b)(7)(C)

Contracting Officer: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);(
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	(b)(6);(b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16C. DATE SIGNED 16 May 2018

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
WEST PUBLISHING CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6);(b)(7)(C) There is a requisition associated with this modification; 192118FUGOPS12092. The purpose of this modification P00004 is to add additional funding to CLIN 0002 in the amount of (b)(4) As a result, the total obligated amount on this order is increased from: From: (b)(4) By: To: Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. ------ Exempt Action: Y Sensitive Award: PII FOB: Destination Period of Performance: 12/22/2017 to 09/21/2020 Change Item 0002 to read as follows(amount shown is the obligated amount): Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. As a result, funding for CLIN 0002 has increased From: (b)(4) By: To: Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: D317 Product/Service Description: IT AND TELECOM- Continued ...				
0002		12	MO	(b)(4)	

NAME OF OFFEROR OR CONTRACTOR
WEST PUBLISHING CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	WEB-BASED SUBSCRIPTION (b)(4);(b)(7)(E) Period of Performance: 02/01/2018 to 01/31/2019 ------ All other prices, terms, and conditions of 70CDCR1800000017 remain the same.				

Office of the Acquisition Management
U.S. Department of Homeland Security
801 I Street, NW
Washington, DC 20536

U.S. Immigration and Customs Enforcement

Sole Source Justification (SSJ)
Test Program for Certain Commercial items for procurements exceeding the Simplified Acquisition Threshold (> $150,000) pursuant to FAR Subpart 13.5, including Brand Name
41 U.S.C. § 1901

Date: 12/11/2017 PR Number: 70CDCR18Q00000005

Pursuant to the requirements under the authority of the test program for commercial items at 41 U.S.C. 1901 or the authority of 41 U.S.C. 1903 Special emergency authority as implemented by Federal Acquisition Regulation (FAR) Subpart 13.501 and consistent with the content requirements of FAR 6.303-2.

1. Agency and Contracting Activity

The Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) Office of Acquisitions Management (OAQ)/Detention Management Division (DCR), on behalf of the Office of Enforcement and Removal Operations (ERO), Homeland Security Investigations (HSI), , proposes to obtain query-based access to a commercially available License Plate Reader (LPR) database under other than full and open competitive procedures utilizing the exception specified under FAR Subpart 13.501(a)(1)(ii) "Only One Responsible Source".

2. Nature and/or Description of the Action Being Approved

This Sole Source Justification (SSJ) approves the issuance of a sole source contract for access to a nationwide query-based License Plate Reader for ICE users. The proposed contract will be a firm fixed price contract and the total potential period of performance of this effort is two (2) years and nine (9) months, consisting of one (1) 41-day base period, two (2) twelve-month option periods, and one (1) eight- month option periods. The total potential value of this requirement is estimated at (b)(4) This action is being taken pursuant to FAR 13.501.

The government seeks to acquire the required services from Thomson Reuters Special Services (TRSS), LLC located at 1410 Spring Hill Road, McLean, VA 22102-3058.

3. Description of Supplies/Services

DHS ICE/ ERO/HSI has a unique requirement to obtain query-based access to a commercially available License Plate Reader (LPR) database that meets ICE privacy requirements. The LPR data service must provide constant (24 hours, seven days a week) access to a commercially available, query-based LPR database for ICE law enforcement personnel located at ICE offices across the United States for the purpose of executing their official law enforcement duties. ICE requires LPR information, obtained in response to queries of the commercial database, to further

its criminal law enforcement function, including investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud, and civil immigration enforcement missions.

4. **Identification of Statutory Authority Permitting Other Than Full and Open Competition**

This action is being taken under the authority of the Test Program for Commercial Items, 41 U.S.C. 1901 implemented by Federal Acquisition Regulation (FAR) Subpart 13.501.

5. **Demonstration that the Contractor's Unique Qualifications or the Nature of the Acquisition Requires the Use of the Authority Cited**

The use of this authority is necessary because only one vendor, TRSS, is able to satisfy ICE's unique requirement through TRSS's Partnership with Vigilant Video. The Government requires a nationwide, searchable, license plate reader database with 24/7/365 access, including mobile application access, that is able to meet ICE privacy requirements and is integrable into an existing ICE investigation tool. TRSS has entered into a Partnership with Vigilant Video, whereby license plate reader data will be provided by Vigilant Video through CLEAR®, TRSS's law enforcement database.

Access to LPR data through the CLEAR® portal allows agents and officers to access LPR data through their current suit of electronic investigative tools. TRSS currently holds ICE law enforcement database contract (Contract Number HSCEMD-17-F-00008). Through this contract ICE is able to access numerous law enforcement databases which enable law enforcement in the field to more effectively identify, investigate and locate individuals suspected of criminal activity. Adding LPR functionality is critical to ensuring that ICE is using all available tools to further its criminal law enforcement and civil enforcement missions. Allowing all searches to occur in one system increases the likelihood that the data will be used by the officers to more effectively carry out the ICE mission. It also ensures uniformity across the search process increasing the likelihood of successful outcomes for arrests that rely on this information. The mobile application will give officers the ability to search plates anywhere, anytime, and includes all the same functionality as the web-based application.

Additionally, it holds one vendor accountable for all information acquired by law enforcement. This increases the likelihood that information relied on by two different systems will be accurate and able to withstand any legal challenges. Finally, adding this functionality to a current ICE system allows ICE to timely obtain the required services and avoid transition, start-up, and on-going administrative costs associated with acquiring LPR data through a separate access portal.

TRSS, through their Partnership with Vigilant Video, is the only known contractor that can provide query-based access to a nationwide LPR database, including mobile application that can meet ICE privacy requirements and operational needs. Accessing the LPR database through CLEAR®'s system enables ICE to limit the number of sources an agent needs to query for investigative purposes and increases operational efficiencies in meeting the DHS and ICE mission. The period of performance for this acquisition was altered to align with offered

CLEAR® pricing and period of performance.

6. **Description of Efforts Made to Ensure that Offers are Solicited from as Many Potential Sources as is Practicable.**

This requirement will be synopsized in FedBizOpps as required by FAR Subpart 5.301. In addition, this justification will be made available for public inspection after award, in accordance with FAR 6.305(a).

7. **Determination by the Contracting Officer that the Anticipated Cost to the Government Will be Fair and Reasonable**

The following chart details the total cost to obtain query-based access for all ICE users to a commercially available License Plate Reader (LPR) database:

Item Description	Quantity	Unit of Issue	Estimated Unit Cost	Estimated Fixed Price Per Line Item
CLIN 0001 Access to License Plate System (All ICE Users), Base Period - POP: 12/21/2017 - 01/31/2018				
CLIN 0002 Access to License Plate System (All ICE Users), Option Period 1 - 02/01/2018 - 01/31/2019				
CLIN 0003 Access to License Plate System (All ICE Users), Option Period 2 - 02/01/2019 - 01/31/2020				
CLIN 0004 Access to License Plate System (All ICE Users), Option Period 3 - POP: 02/01/2020 - 09/30/2020				

(b)(4)

The price to provide these services to the Government will be determined fair and reasonable based on price analysis, including comparison to previous prices paid under similar contracts prior to contract award. Further details can be found in the price reasonableness document prepared for this proposed action.

8. **Description of Market Research**

ICE is aware of other companies who offer access to a commercial license plate reader database that meet ICE privacy requirements. However, those vendors' databases are not available to be purchased as one license for all ICE law enforcement personnel, and are not integrated into

ICE's current system. If ICE was to purchase access to an alternative commercial license plate reader database, ICE would be forced to buy individual licenses for all ICE law enforcement personnel who would need access to the database. This would range up to 2,000 individual licenses per year. The management of individual licenses for all ICE law enforcement would be extremely burdensome administratively. TRSS has entered into a Partnership with Vigilant Video, whereby license plate reader data will be provided by Vigilant Video through the current law enforcement database, CLEAR®, provided by TRSS. This service is being offered to cover all ICE users and departments. The CLEAR® database is offered as one license to all ICE users. The current solution offered by TRSS seamlessly integrates access to LPR database that meets ICE law enforcement requirements and privacy requirements.

9. Any Other Facts Supporting the Use of Other than Full and Open Competition.

Based on the market research above, the acquisition for access to a query-based commercially available License Plate Reader (LPR) database from TRSS through Vigilant Video is only available through the proposed vendor and is the most cost effective and efficient method for this acquisition. These database services are extremely beneficial to the function of ERO and HSI as they strive to meet their mission. TRSS, through their Partnership with Vigilant Video, is the only contractor that can provide a query-based access to a nationwide LPR database that includes mobile application and can meet ICE privacy and operational requirements. Accessing the LPR database through CLEAR®'s system enables ICE to limit the number of sources an agent needs to query for investigative purposes and increases efficiency in meeting the DHS and ICE mission. Based on the benefits of the TRSS and Vigilant Video Partnership in offering the services through one system and one license, the Government is receiving a unique requirement that is unavailable in the current market.

10. A Listing of the Sources, if Any, That Expressed, in Writing, an Interest in the Acquisition.

The requirement for this contract will be synopsized. TRSS is the only established source to express interest in this contract.

11. A Statement of the Actions, if Any, the Agency May Take to Remove or Overcome Any Barriers to Competition Before Any Subsequent Acquisition for Supplies or Services Required.

The Government will continue to monitor the market for sources that may be able to meet the Government's requirement for access to a license plate reader database that meets the Government's functional, operational, and privacy requirements.

12. Certifications

I certify that the facts and representations under my cognizance, which are included in this justification, meet the Government's minimum need and that the supporting data, which forms a basis for this justification, is complete and accurate. ICE intends to post the requirement pursuant to FAR 13.501(a)(1)(iii) and 6.305(a).

Requirements/Technical Personnel:

I certify this requirement meets the Government's minimum need and that the supporting data, which forms a basis for this justification, is complete and accurate.

(b)(6);(b)(7)(C)

12/13/17
Date

HSI Section Chief

12/13/17
Date

Contracting Officer:

I certify that the justification is accurate and complete to the best of my knowledge and belief.

(b)(6);(b)(7)(C)
Contracting Officer

Date

Deputy Chief Acquisition Officer/Competition Advocate:

(b)(6);(b)(7)(C)
Deputy Head of Contracting Activity
ICE Competition Advocate
DHS | ICE | Office of Acquisition Management (OAQ)

Date

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
See Schedule	1	52

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
		70CDCR18P00000017	70CDCR18Q00000005	12/15/2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	(b)(6);(b)(7)(C)	202732(b)(6);	ES

9. ISSUED BY — CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 519190
SIZE STANDARD: $27.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	13a. ☐ THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
	Net 30		☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE ICE/ERO

ICE Enforcement & Removal
801 I Street, NW
(b)(6);(b)(7)(C)
Washington DC 20536

16. ADMINISTERED BY — CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

17a. CONTRACTOR/ OFFEROR — CODE 1485082860000 — FACILITY CODE

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL MN 55164

TELEPHONE NO.

☒ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
PO Box 6292, Carol Stream, IL 60197-6292

18a. PAYMENT WILL BE MADE BY — CODE ICE-ERO-FHQ-CED

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Attn: ICE-ERO-FHQ-CED
Williston VT 05495-1620

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 148508286 Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6);(Email: (b)(6);(b)(7)(C) Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6);(Email: (b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6); *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
(b)(4)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

(b)(6);(b)(7)(C)

☒ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED 12/22/2017. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
(b)(6);(b)(7)(C)

30c. DATE SIGNED
12/22/17

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Email: (b)(6);(b)(7)(C) There are two (2) requisitions associated with this award: 192118FUGOPS12087 and 192118FLMURQ0008. This purchase order is for West Publishing Corporation to provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States. The specific requirements are detailed in the Statement of Work attached. All services shall be performed in accordance with the attached Statement of Work (SOW), West Publishing's Technical Quote (dated 12/22/2017), and West Publishing's Price Quote. West Publishing Corporation's price quote and technical quote are included as an attachment to this purchase order. Funding in the amount of (b)(4) is being allotted to this purchase order award to fund CLIN 0001 for the Base Period of services. All other CLINS are optional CLINs and will be funded at the time they are exercised. The terms and conditions of this purchase order Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	apply only to the purchase order resulting for ICE solicitation 70CDCR18Q00000005. Exempt Action: Y Sensitive Award: PII Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Requisition No: 192118FLMURQ0008, 192118FUGOPS12087 (b)(4);(b)(7)(E) Period of Performance: 12/22/2017 to 01/31/2018				(b)(4)
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Accounting Info: Funded: (b)(4) Period of Performance: 02/01/2018 to 01/31/2019	12	MO	(b)(4)	
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) Continued ...	12	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 05/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2019 to 01/31/2020				
0004	Option Period 3 - 02/01/2020 - 09/30/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 08/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2020 to 09/30/2020 Invoice Instructions: ICE - ERO/HSI Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • (b)(6);(b)(7)(C) • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email. b) USPS: Continued ...	8	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

ATTN: ICE-ERO-FHQ-CED

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at (b)(7)(E) prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

c) Facsimile:

Alternative Invoices shall be submitted to: (802)-288-(b)(6);

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.
Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at (b)(7)(E) prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.
2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	verification before payment can be processed; (ii). Dunn and Bradstreet (D&B) DUNS Number; (iii). Invoice date and invoice number; (iv). Agreement/Contract number, contract line item number and, if applicable, the order number; (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii). Terms of any discount for prompt payment offered; (viii). Remit to Address; (ix). Name, title, and phone number of person to resolve invoicing issues; (x). ICE program office designated on order/contract/agreement and (xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing) (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management. 3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.

(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

(iii) Use shredders when discarding paper documents containing Sensitive PII.

(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at
(b)(7)(E)

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	f for more information on and/or examples of Sensitive PII. 5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6);(b)(7)(C) The total amount of award: (b)(4) The obligation for this award is shown in box 26.				

Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database to support its criminal and immigration law enforcement missions. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE immigration enforcement personnel will query the LPR database using known license plate numbers associated with subjects of their immigration enforcement activities, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries will assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**
    - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office

of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and source of the record.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The Alert List function will include an automated capability that flags license plates for de-confliction.
- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
  - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
  - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
  - Date and time of query; and
  - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.7. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.8. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

Quality Assurance Surveillance Plan (QASP)
License Plate Reader (LPR) Data Service

NOTE: The Government reserves the right to revise or change the QASP as determined by the Government to ensure quality service and deliverables over the course of the contract.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The Contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

c. Other Key Government Personnel - Immigration and Customs Enforcement (ICE) National Fugitive Operations Program Headquarters Staff or Federal employees as designated by the COR and/or CO.

All Point of Contact's information will be released upon award.

3. PERFORMANCE STANDARDS

Performance standards define desired services. The Contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance

standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply to each month of performance.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of LPR Query	Result of LPR query after entered in end-user-computing device	</= 5 seconds after submission

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Government Documentation Criteria
LPR Data Service and Technical Support	4.11.1 4.11.2 4.11.4 4.11.5	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Overall Support Service	4.4 4.10	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the Transition In period.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Results of LPR Query	4.5.3 4.6.2	Length of time for Results of LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is available upon request to the Contracting Officer.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

_____

Signature – Contracting Officer's Representative

_____

Signature – Contracting Officer

ATTACHMENT 3:
TERMS AND CONDITIONS

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision.

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means.

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in.

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

52.212-1INSTRUCTIONS TO OFFERORS. COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show.

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to.

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by.

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2EVALUATION. COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Technical Approach
II. Past Performance
III. Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS. COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at (b)(7)(E). If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology".

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern".

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American.Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for

award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other _____.

(5) Common parent.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that.

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

FAR 52.212-4CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

☐ [Reserved]

☒ 52.204-14 Service Contract Reporting Requirements (OCT 2016)

☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

☐ [Reserved]

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)

☐ Alternate I (JAN 2011)

☐ [Reserved]

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ Alternate II (NOV 2011)

☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

☐ Alternate I (OCT 1995)

☐ Alternate II (MAR 2004)

☒ 52.219-8 Utilization of Small Business Concerns (NOV 2016)

☐ 52.219-9 Small Business Subcontracting Plan (JAN 2017)

☐ Alternate I (NOV 2016)

☐ Alternate II (NOV 2016)

☐ Alternate III (NOV 2016)

☐ Alternate IV (NOV 2016)

☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

☒ 52.219-14 Limitations on Subcontracting (JAN 2017)

☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)

☐ 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☐ 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☒ 52.222-3 Convict Labor (JUN 2003)

☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)

☒ 52.222-21 Prohibition of Segregated Facilities (APR 2015)

☒ 52.222-26 Equal Opportunity (SEPT 2016)

☒ 52.222-35 Equal Opportunity for Veterans (OCT 2015)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

☒ 52.222-37 Employment Reports on Veterans (FEB 2016)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

☐ 52.222-50 Combating Trafficking in Persons (MAR 2015)

☐ Alternate I (MAR 2015)

☒ 52.222-54 Employment Eligibility Verification (OCT 2015)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

☐ Alternate I (MAY 2008)

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)

☐ 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)

☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)

☐ Alternate I (OCT 2015)

☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)

☐ Alternate I (JUNE 2014)

☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)

☐ Alternate I (JUNE 2014)

☒ 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ 52.223-20 Aerosols (JUN 2016)

☐ 52.223-21 Foams (JUN 2016)

☒ 52.224-3 Privacy Training (JAN 2017)

☐ Alternate 1 (JAN 2017)

☐ 52.225-1 Buy American – Supplies (MAY 2014)

☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)

☐ Alternate I (MAY 2014)

☐ Alternate II (MAY 2014)

☐ Alternate III (MAY 2014)

☒ 52.225-5 Trade Agreements (OCT 2016)

☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)

☐ 52.232-30 Installment Payments for Commercial Items (JAN 2017)

☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

☐ 52.232-36 Payment by Third Party (MAY 2014)

☐ 52.239-1 Privacy or Security Safeguards (AUG 1996)

☐ 52.242-5 Payments to Small Business Subcontractors (JAN 2017)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

☐ 52.222-41 Service Contract Labor Standards (MAY 2014)

☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)

☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

☐ 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)

☐ 52.237-11 Accepting and Dispensing of $1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

_X_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause—

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_X_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-71 Contractor Employee Access.

____Alternate I

__X_ Alternate II

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ 3052.219-70 Small Business Subcontracting Plan Reporting.

_X_ 3052.219-71 DHS Mentor Protégé Program.

I. HSAR Clause
3052.204-71 Contractor employee access (SEP 2012), and Alternate I
Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d)
Information Technology Security and Privacy Training (MAR 2015)

II. IGP Privacy and Records Provisions
PRIV 1.2: Reporting Suspected Loss of Sensitive PII
PRIV 1.3: Victim Remediation Provision

REC 1.2: Deliverables are the Property of the U.S. Government
REC 1.3: Contractor Shall Not Create or Maintain Unauthorized √Records
REC 1.4: Agency Owns Rights to Electronic Information
REC 1.5: Comply with All Records Management Policies√
REC 1.6: No Disposition of Documents without Prior Written Consent√
REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors

PRIV 1.2: Reporting Suspected Loss of Sensitive PII:
Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision:
The Contractor is responsible for notification of victims in the event of a loss or compromise of Sensitive PII, ***if any,*** held by the Contractor, its agents, and Subcontractors, under this contract. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to the query data it inputs into the LEARN database (e.g. Audit Logs, Searches, Hotlist, etc.) Notwithstanding the above, no title to Vigilant's LEARN database or software will transfer to ICE in the performance of the contract.

(End of clause)

REC 1.5: Comply with All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at (b)(7)(E). Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at (b)(7)(E). SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors
The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees
Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. *Reserved – Deleted in accordance with clause prescription*

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) ***Reserved – Deleted in accordance with clause prescription***

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (b)(7)(E)) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy

concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

Attachment 5: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018			(b)(4)	
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019				
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020				
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020				
Additional Pricing Explanation: *Contract start date will be 12/21/2017; however, West billing is systematically				

Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Technical Response – Revision 2

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

(b)(6);(b)(7)(C)

SUBMITTAL DATE:
December 22, 2017

SUBMITTED BY

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Contents

INTRODUCTION 1

SECTION I – TECHNICAL APPROACH 2

C.4 RESPONSES TO PERFORMANCE REQUIREMENTS 2

Data Service Content/Scope 2

User Management and Support 5

Functional Requirements 7

Query Capabilities 7

Alert List Capabilities 10

Mobile Device Capabilities 12

Audit and Reporting Capabilities 13

C.5 IS NOT IDENTIFIED/INCLUDED IN THE STATEMENT OF WORK 16

C.6 PROMOTION OF THE CONTRACT 17

C.7 NEWS RELEASES 17

C.8 LICENSE TYPE 17

SECTION II – PAST PERFORMANCE 18

Introduction

Thomson Reuters has a long history of commitment to meeting the informational needs of the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), and we seek to maintain and expand that relationship in responding to the current Request for Quote for access to a License Plate Reader database.

Through the combination of comprehensive and reliable data, technology, and expertise in how public records and related information can benefit government objectives, Thomson Reuters, with our partner, Vigilant Solutions, is uniquely positioned to help ICE meet your agency's diverse challenges with our subscription services.

Based on conversations with ICE personnel about the specific investigative needs of ICE, Thomson Reuters can provide access to license plate reader data via a hyperlink to the LEARN platform through the CLEAR platform. Providing access to the data through CLEAR provides reassurance to ICE, by virtue of existing agreed-upon terms and auditing requirements, per agency mandate. This offer also provides access to LPR through Vigilant's LEARN platform, which is maintained and supported by Vigilant.

The Thomson Reuters CLEAR team has been successfully supporting DHS's investigative research needs and initiatives since the agency's inception. We are proud to support the DHS and look forward to continuing our long-standing partnership.

Section I – Technical Approach

C.4 Responses to Performance Requirements

In this section of our response, we respond directly to the Performance Requirements in the Statement of Work of the RFQ. The information presented here is considered proprietary and confidential.

DATA SERVICE CONTENT/SCOPE

We propose access to License Plate Reader (LPR) data via hyperlink from Thomson Reuters CLEAR to Vigilant Solutions' (Vigilant's) LEARN platform.

Requirement: The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.

Response: The offered LPR data is collected from various toll roads, parking lot/garages, repossession vehicles and law enforcement agencies nationwide.

Requirement: The LPR data service shall include substantial unique LPR detection records.

Response: Vigilant's database currently has hundreds of millions of unique detection records from commercial sources. Besides LPR records from commercial sources such as parking garages, tolls and asset recovery vehicles Vigilant also has a large network of local and state law enforcement agencies (LEAs) across the country. This network of LEAs has the ability to share their LPR records with ICE – regardless of their LPR hardware provider. All LEA detection records are the intellectual property of the LEA and all retention times and permissions on these records are set by those agencies. Vigilant only hosts and maintains those records.

Requirement: The LPR data service shall compile LPR records from at least 25 states and 24 of the top thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

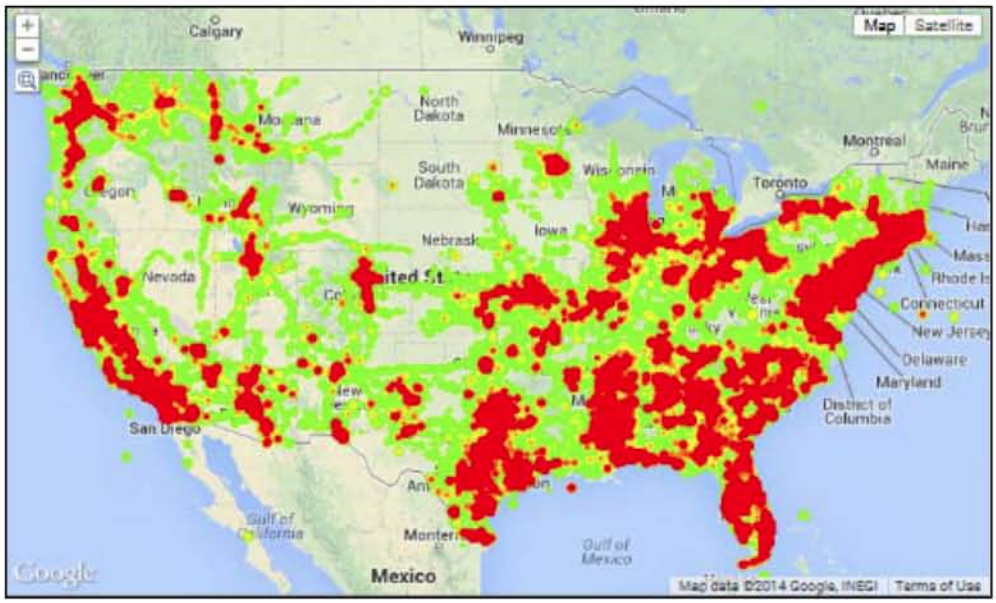
Response: Forty-seven (47) states, the District of Columbia, and Puerto Rico have commercial LPR scan records. (Hawaii, Maine, and Vermont do not.)

A list of the most populous 50 metropolitan areas in the US with commercial LPR data is provided below and exceeds the minimum requirement by DHS. Additional locations can be provided upon request.

Number	Metro Area
1	NewYork-NorthernNewJersey-LongIsland,NY-NJ-PA
2	LosAngeles-LongBeach-SantaAna,CA
3	Dallas-FortWorth-Arlington,TX
4	Chicago-Joliet-Naperville,IL-IN-WI
5	Houston-SugarLand-Baytown,TX
6	Washington-Arlington-Alexandria,DC-VA-MD-WV
7	Phoenix-Mesa-Glendale,AZ
8	Miami-FortLauderdale-PompanoBeach,FL
9	Riverside-SanBernardino-Ontario,CA
10	SanAntonio-NewBraunfels,TX
11	Baltimore-Towson,MD
12	SanDiego-Carlsbad-SanMarcos,CA
13	Atlanta-SandySprings-Marietta,GA
14	KansasCity,MO-KS
15	VirginiaBeach-Norfolk-NewportNews,VA-NC
16	SanFrancisco-Oakland-Fremont,CA
17	Austin-RoundRock-SanMarcos,TX
18	St.Louis,MO-IL
19	Cleveland-Elyria-Mentor,OH
20	Richmond,VA
21	Orlando-Kissimmee-Sanford,FL
22	LasVegas-Paradise,NV
23	Columbus,OH
24	Tampa-St.Petersburg-Clearwater,FL
25	Charlotte-Gastonia-RockHill,NC-SC
26	ElPaso,TX
27	Columbia,SC
28	Memphis,TN-MS-AR
29	Sacramento--Arden-Arcade--Roseville,CA
30	Seattle-Tacoma-Bellevue,WA
31	Cincinnati-Middletown,OH-KY-IN
32	McAllen-Edinburg-Mission,TX
33	Denver-Aurora-Broomfield,CO
34	Vallejo-Fairfield,CA
35	Philadelphia-Camden-Wilmington,PA-NJ-DE-MD
36	Charleston-NorthCharleston-Summerville,SC
37	Milwaukee-Waukesha-WestAllis,WI
38	Jackson,MS
39	SanJose-Sunnyvale-SantaClara,CA
40	Stockton,CA
41	Hartford-WestHartford-EastHartford,CT
42	Greenville-Mauldin-Easley,SC

43	Raleigh-Cary,NC
44	Bakersfield-Delano,CA
45	MyrtleBeach-NorthMyrtleBeach-Conway,SC
46	Minneapolis-St.Paul-Bloomington,MN-WI
47	Buffalo-NiagaraFalls,NY
48	NewHaven-Milford,CT
49	Bridgeport-Stamford-Norwalk,CT
50	Corpus Christi,TX

The map below shows the density and coverage of Vigilant's commercial LPR data. Red areas have higher concentrations followed by yellow and green.



Requirement: The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

Response: A summary of the number of unique records for each month over the last twelve (12) months is provided in the table below.

Month / Year	Unique Commercial Data Records
16-Dec	153,649,853
17-Jan	147,648,720
17-Feb	146,027,234
17-Mar	172,324,187
17-Apr	163,997,190
17-May	175,011,763
17-Jun	162,459,125
17-Jul	158,693,852

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



Requirement: The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

Response: All decisions regarding access to the system will be made at ICE in accordance with the CLEAR Administrator's Standard Operating Procedures Manual. LEARN access will require separate credentials and will be given to the users upon receipt of a user list from ICE. Authorized CLEAR users will have additional LEARN credentials generated. ICE may authorize only ICE users; ICE may not provide access to users from other agencies.

Requirement: Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

Response: ICE will assign their intended authorized users; no ORI will be needed.

Requirement: The ability to add new users or delete existing users within 24 business hours of ICE's request.

Response: To maintain consistency with the CLEAR contract, addition of new users or deletion of existing users will occur as soon as possible, but at no point longer than 24 business hours. Thomson Reuters will work with ICE regarding management of user population.

Requirement: Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

Response: The Thomson Reuters CLEAR contract includes a full-time Client Relationship Manager. Thomson Reuters will provide annual Agency Manager and System User training onsite at ICE facilities. User manuals will be provided as well as links to short videos uploaded to YouTube that demonstrate how to utilize some of the LEARN features. For CLEAR access, Thomson Reuters will also provide "Help Desk" support 24/7/365 via phone (877-242-1229), or support via email (clear@thomsonreuters.com).

Requirement: System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

Response:A "Forgot My Password" link will be included for users to reset any forgotten passwords upon any attempt to sign in. Customer support, including escalation, when appropriate regarding impact, will be available for other issues.

Requirement: Unlimited technical support to each user.

Response: Thomson Reuters will provide unlimited technical support 24/7 for each user of CLEAR. Vigilant will provide unlimited technical support 24/7 for each user of the LEARN platform.

Requirement: Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Response: CLEAR undergoes periodic updates for enhancements and updates. Thomson Reuters is certified to international standards, 27001 and 9001, assuring appropriate controls and processes to protect data and system integrity.

Vigilant will periodically update the user interface and mobile application. Besides regular updates to the software interfaces and mobile applications, Vigilant is committed to providing a top-tier hosting facility with Verio, a Microsoft Gold Certified Partner. This helps provide a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

FUNCTIONAL REQUIREMENTS

QUERY CAPABILITIES

Requirements: Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.

- The splash screen will appear at each logon event.
- The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
- The agency will provide the language for the splash screen content.

Response: Upon login to CLEAR, users must select from available options the applicable permissible use/purpose for the various regulations (e.g., DPPA). Included with direct access to the LEARN platform, Vigilant will provide a splash screen upon logging into the system that will describe the agency's permissible uses of the data and will require the user to affirmatively consent to these rules before proceeding. The ICE provided message will also be available via hyperlink.

Requirement: All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

Response: Included with direct access to the LEARN platform, we understand that all queries of the LPR data shall be based on a license plate number entered by the user. The data returned in response will be limited to the matches of that license plate number only within the specified period of time.

Requirement: The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

Response: The Vigilant user interface will allow a user to search only if a license plate is entered. (Specific functionality, e.g., Stakeout/Make-Model functionality, would need to be turned off in order to limit searching by license plate number only and to prevent searches by other methods.)

Requirement: The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

Response: Vigilant has a mandatory reason code field, and an optional free-text field of up to 255 characters. If awarded, Vigilant will make this a mandatory audit screen that the user must populate prior to any query. The audit screen includes the name of the requestor, case number, reason code, and the free-text field.

Requirement: The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

Response: Vigilant will require a user to indicate who is requesting the query. All information will be stored in audit logs.

Requirement: The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

Response: Vigilant will provide a free-text field of up to 255 characters for user to enter notes. This feature can be made mandatory for all queries or reports.

Requirement: The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).

- The query interface will have a field for the user to select or input the appropriate timeframe for the query.
- The system will display results only for LPR detection records within that timeframe

(e.g., only for the last 5 years).

- The system shall not run a query that lacks a time frame entered by the user.

Response: The LPR query will be limited to a time frame consistent with agency policy, e.g., five (5) years. The system also will block any queries that lack a time frame.

Requirement: The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

Response: The LEARN platform solution will provide direct query index look-ups. For example, plate ABC123 will always return records tagged as plate ABC123. We are 100% correct due to data being statically indexed by exact plate numbers. Note: While indexes are statically created, the image analysis to create the static index is still subject to an accuracy of less than 98% due to a number of items such as angle of LPR cameras, impacted snow on the plate, bent/damaged plate, partially obstructed view of plates, heavy snow or rain, etc.

Requirement: To ensure accuracy of information, the response to a query must include at least two photos on all hits.

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

- Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and sources of the record.

Response: In the LEARN platform, LPR cameras do not use visible light, such as a flashlight. The vehicles make, model, or color at night can be hard to identify. This is true for all LPR records in low ambient light conditions, which we cannot control. To help identify vehicles at night, Vigilant has developed a way to populate a daytime image within a nighttime image of a vehicle if the vehicle has been scanned during the day, so the user can quickly identify and confirm vehicle make, model, and color. In most states we can also identify vehicle make and model, by using additional information gathered from CarFax that is seamlessly integrated into the software. Although we can help identify a large number of nighttime records, we cannot do so for 100% of the records due to these circumstances, although a very high percentage can be identified with even nighttime images.

All LPR records will include two (2) images (one of the vehicle and one of the license plate). Printable reports will include images, Google map, Google satellite image, nearest address, nearest intersection, GPS coordinates and source of the record.

Requirement: The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

Response: Vigilant will insert a "misread" button on the detection view, which will generate a notification to Vigilant personnel. Vigilant will not modify data owned by third parties (e.g., plate images, third-party queries), because that data is the property of the collecting agency.

Requirement: The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

Response: Thomson Reuters and Vigilant value the trust placed in us by ICE and will not use or disclose any DHS information to other customers, business partners, or other individuals or entities. DHS will have the ability to accept additional LPR data that is collected by local and state law enforcement agencies across the country who are already Vigilant customers and reside on the LEARN hosted server. This could provide hundreds of millions more LPR scans available for ICE to search. Currently there are almost 500 million detection records that are collected by local and state LEAs. All shared LEA records are the intellectual property of the respective LEAs. Vigilant cannot edit or modify these records should there be a misread. If ICE accepts the LPR records from the LEAs, ICE does not have to share anything in return. All sharing controls are set, monitored, and maintained by ICE Agency Managers.

Requirement: The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Response: ICE's query data will not be used for commercial purpose by Thomson Reuters or Vigilant. Queries submitted by ICE will be stored only to maintain an audit log for the applicable platform.

ALERT LIST CAPABILITIES

Requirement: The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

Response: Included with direct access to the LEARN platform, Vigilant will provide an "Alert List" feature called "Hot-Plate". The hot-plate will be saved within the LEARN system and be compared to new records as they are loaded into the system's database. Any matches will generate a near real-time alert notification to the users with permissions to the hot-plate record.

Requirement: The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to share Alert Lists notifications between ICE users.

Requirement: The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or - entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in

the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to automatically match new detections against a user uploaded alert list. The notification will provide maps, images, GPS, date, time, and nearest address and cross street. The notification can be sent to multiple ICE users that are sharing the alert list for the specific investigations. DPPA applies only to the release of personal information from a state's department of motor vehicle (DMV) records. Vigilant's system does not interfere with DMV records. ICE may insert any information in the alert list. Subsequently, the data fields that may contain PII information are encrypted with AES256 encryption at rest, and only the owner of those records may see the values entered.

Requirement: The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose/investigation/operation for which the query was performed.

Response: Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make , model, color, and a reason code as a custom field and a comments section of up to 255 characters or less. Per ICE requirement, the mandatory fields for a single query (i.e., plate number, state, reason code, and free-text field) also will be mandatory for the alert list. The allowable number of alert list records per the system significantly exceeds the requirements of DHS, but ICE may dictate the maximum number of records allowable by their users.

Requirement: The Alert List function will include an automated capability that flags license plates for deconfliction.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to establish Alert List submissions, perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate. When a Hot-Plate is uploaded and it matches a record containing the same License Plate Number, State ID, Alert Type, Hot-List Source, and Agency Name, the user will be notified via a pop-up notice to contact the initial user who entered the identical record. The user will have the option to override the record or to cancel the upload. If warded, Vigilant will add an option for other agencies to allow their uploaded hot-plates to be used for deconfliction purposes by ICE, based solely on License Plate and State ID. Conversely, state and local LEAs will not know that ICE has a plate on an alert list.

Requirement: License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a

normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

Response: Included with access on the LEARN platform, any LPR detection matching an ICE Alert List will return to the iOS application, alerting authorized users of a positive match. All detections will be uploaded into LEARN for future reference or investigation by ICE. Vigilant will preserve commercial records indefinitely. Note that commercial data does not include query audit information, which is property of the government.

Requirement: Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will provide an ability to load an alert list with a one (1) year expiration time frame. Vigilant can implement an automatic one-year expiration for all alert records entered into the ICE account.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Included with access to the LEARN platform, all alert list activity will be captured for auditing reports and will include user name, date, time, reason code, notes, license plate number entry, deletion, renewal, and expiration from alert list.

Requirement: The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List, whichever happens first.

Response: Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list. Audit records are not altered when an alert plate expires.

MOBILE DEVICE CAPABILITIES

Requirement: The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

- Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant Mobile Companion software for iOS devices will allow a user to query the LPR database and return alerts for positive matches to a user-loaded alert list. The application will delete any saved data on the device after 60 days.

Requirement: The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Response: Thomson Reuters will coordinate with Vigilant and ICE regarding compliance of Vigilant's mobile application with any applicable privacy assessment prior to use.

AUDIT AND REPORTING CAPABILITIES

Requirement: The vendor shall generate an immutable audit log in electronic form that chronicles the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
- Date and time of query; and
- Results of the query.

Response: Available with access to the LEARN platform, any action on Vigilant's LEARN web interface or mobile application shall be fully auditable and shall not be disabled by the user. Vigilant maintains a complete audit record of every transaction, including date, time, user, IP address, and query parameters sufficient to reproduce the exact query. Audit records are property of ICE. The audit record contains information sufficient to reproduce the query, but the data returned by the query at a later time may produce different results due to LEA retention policies. LPR detection data belonging to Vigilant is held indefinitely and will always be returned by the query.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Batch query for alert lists requires the user to enter License Plate, State of Registration, Alert Type, and Upload Reason Code on Audit. ICE would have the ability to add requirements if they choose. Available with access to the LEARN platform, all Alert List activity shall be audited to capture user name, date and time, reason code, and user notes associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Requirement: The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon

request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

Response: Thomson Reuters will coordinate with Vigilant to provide requested audit reports. All reports can be exported in PDF format. Exact technical requirements and format for the audit report will be negotiated after contract award.

Requirement: The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

Response: Upon request, Vigilant shall retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to a user activity on the system for internal investigations and oversight.

Requirement: The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

Response: Neither Thomson Reuters nor Vigilant will use any audit trail data for any purpose other than those specified and authorized in the contract.

Requirement: The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

Response: With access to the LEARN platform, Vigilant can provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any time frame.

Requirement: The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

Response: With access to the LEARN platform, Vigilant will maintain audit logs for seven (7) years. Vigilant considers audit records as the property of the applicable law enforcement agency, in this instance, ICE. Vigilant does not access these records except under direction by the customer for purposes of customer support and does not share audit logs with any outside entities including law enforcement. If the contract is terminated, Vigilant will export/transfer any alert list data in machine-readable format to any storage medium or location specified by ICE. This transfer will occur within thirty (30) days of contract end.

Requirement: The vendor shall meet the following Key Performance Parameters (KPPs)/QCP

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Mean time between failure	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR	Results of a single LPR query	</= 5 seconds after

Response: Vigilant Solutions, Inc. has created a service that allows Law Enforcement Agencies the ability to utilize online License Plate Recognition (LPR) services and Data analytics for the purposes of research and investigations. This service requires strict up-time requirements, and this Quality Control Plan is intended to define how they will be calculated. Vigilant Solutions has a reliable track record of uptime; however, we cannot guarantee > 99% uptime. With the exception of scheduled outages, LEARN Hosted LPR Services will be accessible 24/7/365. We agree that downtime shall not eclipse (4) hours in any given month, with the exception of major upgrades or system migrations. We agree that the mean time between failures (MTBF) will not exceed a mean of 4,000 hours between failures. Vigilant's average LPR Query Response Time for a Single exact Plate is reliably fast; however, we cannot guarantee </= 5 seconds for each single search. For instance, quick response times for queries are contingent upon satisfactory internet connectivity, for which Vigilant does not have control in the ICE environment.

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- Certified Information System Security Professional (CISSP)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Internetwork Expert (CCIE)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Associate (CCDA)
- CompTIA A+, CompTIA i-Net+, CompTIA Security+
- Sun Certified System Administrator (SCSA)
- Microsoft Certified Systems Administrator (MCSA)
- Alteon Certified Administrator
- Solaris 8 System Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Red Hat Certified Engineer (RHCE)
- Microsoft Certified Professional (MCP)

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant's commitment to providing a top-tier hosting facility providing quality control. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality

Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

Uptime for LEARN Services:

In order to validate and track the uptime for LEARN Services, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the LEARN Average Uptime each month and after any outage (percentage). The calculation and recording of data will be defined on a revolving (12) month cycle. The data will be stored on an internal online document and made available upon request.

LEARN scheduled downtime:

In order to validate and track the LEARN scheduled downtime, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the total LEARN scheduled downtime each month (hours). The calculation and recording of data will be defined on a revolving month cycle. The data will be stored on an internal online document and made available upon request.

Mean time between failure (MTBF):

In order to validate and track the Mean time between failure (MTBF), Vigilant will record and calculate the Date-Time since last failure of LEARN services. The calculation will be based on operation time (hours) between when services became in a non-failed state to when services became in a subsequent failed state or current Date-Time. Vigilant will then calculate the mean time (hours) and base it on a revolving 12-month cycle. The data will be stored on an internal online document and made available upon request.

LPR Query Response Time (Single Plate):

In order to validate and track the LPR Query Response Time (Single Plate), Vigilant will record and calculate the 'Response Time' for each single plate query using our Plate-Search logging utility. The calculation will be based on when the LEARN Web Server(s) receives the plate request and delta in (seconds) between when LEARN Web Server begins to post LPR data. We must calculate the average time (seconds) on a revolving 12-month cycle with a calculation generated daily. The calculation will be based upon the entire LEARN spectrum for 'Plate-Search' functionality only and not user-specific queries. The data will be stored on an internal online document and made available upon request.

Thomson Reuters CLEAR:

While CLEAR's performance and reliability are typically consistent with the Key Performance Measures, West does not guarantee service levels.

Penalty/Withholding

Neither Thomson Reuters nor Vigilant agree to penalty or withholding of payment regarding performance measures.

C.5 is not identified/included in the Statement of Work

C.5 is not an identified/included item in the Statement of Work.

C.6 Promotion of the Contract

Requirement: The vendor may promote this contract to current ICE employees during the life of the contract. The offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

Any promotion of the contract to ICE employees or discussion about its capabilities will be within the parameters described in the RFQ and conducted within the normal course of business for Thomson Reuters.

C.7 News Releases

Requirement: News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

Thomson Reuters does not anticipate news releases, but would comply with the requirements for ICE approval.

C.8 License Type

Requirement: The vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The vendor shall not provide a named user license.

The CLEAR license granted for access to LPR is valid for up to the authorized number of ICE users. ICE may add or remove users within the applicable user limit for the offer. See the Additional Users provision in the terms below for information about adding users beyond the applicable offer limit.

Section II – Past Performance

Thomson Reuters considers our customer contracts proprietary, but we offer details of the current contract with DHS ICE as evidence of our past performance:

Reference	Required Information
Agency Name	Department of Homeland Security – Immigration & Customs Enforcement – Enforcement & Removal Operations and Homeland Security Investigations
Name/title of contact person	Contracting Officer: (b)(6);(b)(7)(C) Management/Program Analyst: (b)(6);(b)(7)(C) (b)(6);(b)(7)(C)
Customer Contact Phone	(202) 732- (b)(6);(b)(7)(C)
Customer Contact Email Address	(b)(6);(b)(7)(C)
Contract Number	HSCEMD-16-F-00003/ HSCEMD-17-F-0008
Contract Start Date	10/1/2015
Contract End Date	9/30/2020
Total Contract Value (including all options)	(b)(4)
Brief Description of Contract Requirements	CLEAR with Web Analytics, with person and phone batch searching capabilities, Real Time Incarceration and Arrest Records, and World-Check (HSI only)
Client Manager (or person reaching out to customer)	(b)(6);(b)(7)(C) 443-622-(b)(6);(b) (b)(6);(b)(7)(C)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C	192118FUGOPS12087.1	

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL MN 55164

CODE 1485082860000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18P00000017

10B. DATED *(SEE ITEM 13)* 12/22/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 148508286
Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Email: (b)(6);(b)(7)(C)

Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Email: (b)(6);(b)(7)(C)

Contracting Officer: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);(b
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

(b)(6);(b)(7)(C)

Previous edition unusable

Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
WEST PUBLISHING CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6),(b)(7)(C) There is one (1) requisition associated with this modification: 192118FUGOPS12087.1 The purpose of this modification is as follows: 1) Exercise Option Period 1 (2/1/2018-1/31/2019) 2) Move the total funding (b)(4) from CLIN 0001 to CLIN 0002 3) Add funding in the amount of (b)(4) 4) Add the Enclosure 1 - SBU Security Language to Industrial Security SOP 5) Add the following language to the SOW. C.9 Reporting In the event that TRSS or its partners discover or suspect misuse of the service by an individual, it should be reported to the COR or Contracting Officer as soon as practicable after the discovery but in no event later than 24 hours after discovery. All other prices, terms and conditions remain the same. Exempt Action: Y Sensitive Award: PII Discount Terms: Net 30 FOB: Destination Period of Performance: 12/22/2017 to 09/21/2020 Change Item 0001 to read as follows(amount shown is the obligated amount): 0001 Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Fully Funded Obligation Amount: $0.00 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION (b)(4),(b)(7)(E)				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
WEST PUBLISHING CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4),(b)(7)(E)				
	Period of Performance: 12/22/2017 to 01/31/2018 Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION	12	MO	(b)(4)	
	(b)(4),(b)(7)(E)				
	Period of Performance: 02/01/2018 to 01/31/2019				

Enclosure 1 - SBU Security Language to Industrial Security SOP

REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFED (SBU) CONTRACTS

SECURITY REQUIREMENTS

GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract 70CDCR18P00000017 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

PRELIMINARY DETERMINATION

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the ICE Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the

contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees, whether a replacement, addition, subcontractor employee, or vendor employee, shall submit the following security vetting documentation to OPR-PSU, in coordination with the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), "Questionnaire for Public Trust Positions" Form completed on-line and archived by applicant in their OPM e-QIP account.

2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by applicant in their OPM e-QIP account.

3. Two (2) SF 87 (Rev. March 2013) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**

4. Foreign National Relatives or Associates Statement. **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**

5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**

6. Optional Form 306 Declaration for Federal Employment **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**

7. Two additional documents may be applicable if applicant was born abroad and/or if work is in a Detention Environment. If applicable, additional form(s) and instructions will be provided to applicant.

Prospective Contractor employees who currently have an adequate, current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DoD CAF) or by another Federal Agency may not be required to submit a complete security packet. Information on record will be reviewed and considered for use under Contractor Fitness Reciprocity if applicable.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two years.

Required information for submission of security packet will be provided by OPR-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified via the COR.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by OPR-PSU along with other forms and instructions.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

REQUIRED REPORTS:

The Contractor will notify OPR-PSU, via the COR, of terminations/resignations of contract employees under the contract within five days of occurrence. The Contractor will return any ICE issued identification cards and building passes, of terminated/ resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, via the COR, a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to (b)(6);(b)(7)(C)

EMPLOYMENT ELIGIBILITY

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The

Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

INFORMATION TECHNOLOGY

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement.* Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon

initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

From: HSI EAD Message
Sent: 7 Feb 2018 08:36:19 -0500
To: #HSI-All Federal Personnel
Subject: Access to Commercial LPR Data via the CLEAR LEARN Platform
Attachments: LPR Webex Class Information and Times.docx, Regional POCs.pdf

HSI HOMELAND SECURITY INVESTIGATIONS

Message from the Executive Associate Director

Access to Commercial LPR Data via the CLEAR LEARN Platform

After speaking to many of you about investigative tools that you need, I am pleased to announce that HSI, has entered into a contract to access Commercial License Plate Reader (LPR) data. Commercial LPR databases store recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems (such as toll road or parking lot cameras), vehicle repossession companies, and law enforcement agencies.

Access to the LPR data will be provided through your Thomson Reuters CLEAR account, via a hyperlink to the LEARN platform. It is anticipated that, as early as this week, Thompson Reuters will begin issuing log-on credentials to all CLEAR users that have accessed the system within the past 6 months. If you have an account and have not accessed CLEAR within the past 6 months, or if do not currently hold a CLEAR account, access can be granted through the SAC/HQ office's local CLEAR administrator.

Training sessions for administrators pertaining to user account management will be conducted on February 8, 2018, and February 9, 2018. WebEx training schedules for the LPR function will be included with the introductory log-on provided to each user. Following the initial training, additional sessions will be available the 1st and 3rd Thursday of every month starting March 1, 2018. There will also be in-person sessions at locations across the country throughout the year. It is anticipated that a user guide will be sent to all users by the end of February; alternatively it can be obtained by contacting (b)(6);(b)(7)(C)

For additional training information or for a Thomas Reuters CLEAR account, please contact your office's local CLEAR administrator (see attached POC list). For programmatic questions, please contact National Program Manager (b)(6);(b)(7)(C)(b)(6);(b)(7)(C)



Derek N. Benner
Deputy Executive Associate Director and Senior Official Performing the Duties of the Executive Associate Director
Homeland Security Investigations

WebEx Class Information

WebEx training schedules for the LPR function will be included with the introductory log-on e-mail that each user will receive. This e-mail will include a link to register for the WebEx meetings. Registration is required, but there is no need to register for more than one session. There is a 500 attendee maximum per session; if a listed session is shown as full, please select another session to attend. The tentative dates for these training sessions are as follows:

Day	Date	Time (all times ET)
Wednesday	2/7/2018	9:00 AM
Wednesday	2/7/2018	10:30 AM
Wednesday	2/7/2018	12:30 PM
Wednesday	2/7/2018	2:00 PM
Wednesday	2/7/2018	3:30 PM
Wednesday	2/7/2018	5:00 PM
Thursday	2/8/2018	8:00 AM
Thursday	2/8/2018	9:30 AM
Thursday	2/8/2018	11:30 AM
Thursday	2/8/2018	1:00 PM
Thursday	2/8/2018	2:30 PM
Thursday	2/8/2018	6:00 PM
Friday	2/9/2018	8:00 AM
Friday	2/9/2018	10:00 AM
Friday	2/9/2018	11:30 AM
Friday	2/9/2018	1:30 PM
Friday	2/9/2018	3:00 PM
Monday	2/12/2018	12:00 NOON
Monday	2/12/2018	3:00 PM
Tuesday	2/13/2018	9:00 AM
Tuesday	2/13/2018	11:00 AM
Tuesday	2/13/2018	1:00 PM
Thursday	2/15/2018	8:30 AM
Thursday	2/15/2018	10:00 AM
Thursday	2/15/2018	11:30 AM
Thursday	2/15/2018	1:30 PM
Thursday	2/15/2018	4:00 PM
Friday	2/16/2018	8:00 AM
Friday	2/16/2018	10:30 AM
Friday	2/16/2018	12:30 PM
Friday	2/16/2018	3:00 PM

SAC Office	Last Name	First Name	Email
ATLANTA	(b)(6);(b)(7)(C)		
BALTIMORE			
BOSTON			
BUFFALO			
CHICAGO			
CLEAR COR / PM			
CLEAR COR / PM			
C3			
DALLAS			
DENVER			
DETROIT			
DETROIT			
DIVISION 1 - CTCEU			
DIVISION 2			
DIVISION 4 - FDL			
EL PASO			
HONOLULU			
HOUSTON			
INTELLIGENCE			
IPR Center			
LOS ANGELES			
MIAMI			
NEW ORLEANS			
NEW YORK			
NEWARK			
OPR			
PHILADELPHIA			
PHOENIX			
PHOENIX			
SAN ANTONIO			
SAN DIEGO			
SAN DIEGO			
SAN DIEGO			
SAN FRANCISCO			
SAN JUAN			
SEATTLE			
ST. PAUL			
TAMPA			

From: (b)(6);(b)(7)(C)
Sent: 25 Jul 2018 15:44:50 +0000
To: (b)(6);(b)(7)(C)
Subject: FW: CLEAR LPR Administrator Reference: Adding Data from non-ICE sources
Attachments: DHS ICE CLEAR LPR - Receiving Data from Outside ICE.pdf

(b)(6);(b)(7)(C)
Section Chief - Management and Program Analyst
Acquisition Management Unit
Finance, Acquisition, Asset Management Division
ICE/Homeland Security Investigations (HSI)
202-732- (b)(6);(b)(7 ***(Office)***
202-421- ***(Mobile)***
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, May 10, 2018 4:24 PM
To: (b)(6);(b)(7)(C)
Subject: CLEAR LPR Administrator Reference: Adding Data from non-ICE sources

Thank you to those who were able to join me on the WebEx sessions yesterday and today. We're excited about the additional data that may now be available to ICE.

For those you who were unable to attend, I've attached a step-by-step guide (with pictures!) to initiate LPR detection sharing from agencies outside of ICE within the LEARN platform. For those of you on the calls who received this document already, nothing has changed in this version.

As always, please feel free to contact me with any questions you may have. I'd be glad to walk you through the process or answer any additional questions.

Kind regards,
(b)(6);(b)(7)(C)

LICENSE PLATE READER (LPR) DATA FROM OUTSIDE OF ICE

Table of Contents

I. General Rules and Guidelines....1
II. Definitions....2
III. General Settings....3
IV. Requesting LPR Detections from law enforcement agencies....4
V. Receiving LPR Detections from law enforcement agencies....6
VI. Discontinuing Sharing of LPR detections....7

I. General Rules and Guidelines

Immigration and Customs Enforcement (ICE) ICE LEARN administrators are now able to "share" data or accept information ***from*** law enforcement.

Per the contract, there are a few basic principles that must be followed:

- **At no time is ICE able to provide data of any kind *to* non-ICE law enforcement.** This includes LPR detection records and Hot List records.
- Only agency administrators can request or accept shares.
- Once an agency shares data with ICE, all ICE LPR users will have access to that data. The provider of the data may choose to stop sharing data with ICE at any time.
- Receiving information about other law enforcement agency Hot Lists is not permitted.

II. Definitions

Data Sharing: allows your agency data, including Detections and Hot-List records, to be shared with other agencies on the LEARN server.

NVLS: Contribute Detections to the National Vehicle Location Service (NVLS) nationwide LPR data sharing program. (not permitted under ICE contract)

LPRD: Contribute Detections to the License Plate Recognition Data (LPRD) program funded by the Department of Justice. (not permitted under ICE contract)

Share data with external LEARN servers: Allow the LPR Detections from your Agency to be searched by other external LEARN servers (No sensitive data will be made available). (not permitted under ICE contract)

Share Detections and Hot-List records with other Agencies: Select the Agencies on this LPR server to share LPR Detections with Set permissions to share select Hot-Lists by Source. (not permitted under ICE contract)

National LPR Data Sharing Map: The map (Figure 1 below) represents a list of Law Enforcement Agencies using LPR technologies. When logged into LEARN, click on a representing 'Pin' mark and facilitate LPR data sharing by contacting the Agency Manager.



Figure 1: List of Law Enforcement Agencies Who May Provide Data to LEARN (as of May 2018)

From: (b)(6);(b)(7)(C)
Sent: 25 Jul 2018 15:49:06 +0000
To: (b)(6);(b)(7)(C)
Subject: FW: LEARN access
Attachments: QUICK REFERENCE CARD - HOW TO STOP LEARN HOT LIST UPLOAD NOTIFICATIONS FOR AGENCY MANAGERS.PDF, QUICK REFERENCE CARD LEARN PASSWORD ADMINISTRATION.PDF, LEARN access Training Resources - Make Vital Vehicle Connections To Accelerate Your Investigations .oft

(b)(6);(b)(7)(C)
Section Chief - Management and Program Analyst
Acquisition Management Unit
Finance, Acquisition, Asset Management Division
ICE/Homeland Security Investigations (HSI)
202-732-(b)(6);(b)(7)((Office)
202-421- (Mobile)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, March 16, 2018 12:41 PM
(b)(6);(b)(7)(C)
Subject: LEARN access - (b)(6);(b)(7)(C) ; HSI San Antonio

(b)(6);(b)(7)(C)
You know have administrator access to LEARN via CLEAR. I've attached a helpful user guide as well as an email you can send to users whose accounts you create. I'm about to leave the country for the week, but please let me know your availability the week of March 26 and we can set up a 1:1 demo and introduction.

Trainings are held via WebEx on the first and third Thursday of the month. Please register at clear.webex.com.

To log in, follow the steps below:

1) (b)(6);(b)(7)(C);(b)(7)(E)
2)
3)

(b)(7)(E)

If you have LEARN platform password questions/issues, please contact support@vigilantsolutions.com or 925-398-2079 for assistance.

Please contact me or learnsupport@trssllc.com with any questions.

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-5(b)(6);(b)(7)(C)

This email contains information from Thomson Reuters Special Services, LLC. that may be sensitive and confidential. This message is to be used solely by the intended recipient. If you are not the intended recipient, then you received this message in error and are requested to delete it (and all copies). You are further requested to neither reproduce nor share the contents of this message with anyone except the intended recipient and are to notify the sender if this is an erroneous transmission. Your cooperation is appreciated.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, March 14, 2018 3:56 PM
To: (b)(6);(b)(7)(C)
Subject: FW: [VS#1079496] NVLS access

I was referred to you, to see if you could assist me in gaining access to NVLS

From: Vigilant Solutions Support [mailto:support@vigilantsolutions.com]
Sent: Wednesday, March 14, 2018 1:26 PM
To: (b)(6);(b)(7)(C)
Subject: Re: [VS#1079496] NVLS access

Dear (b)(6);(b)(7)(C)

Please reach out to (b)(6);(b)(7)(C) She will be able to assist you with this request.

Sincerely,

(b)(6);(b)(7)(C)
Field Support Engineer
Vigilant Solutions Support Team
(925) 398-(b)(6)

Protecting Officers, Families and Communities
www.vigilantsolutions.com

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03/14/2018 09:06 - (b)(6);(b)(7)(C) wrote:
Good morning,

I was trying to find out if I would be allowed to gain access to the NVLS. If you can direct me to the person who can help me or any forms I may need to fill out, I would greatly appreciate it.

My Clear Log in is: (b)(6);(b)(7)(C

Thank You,
(b)(6);(b)(7)(C)
Deportation Officer
300 E. 8th Street B-111
Austin, TX 78701
Gov Cell: (830) 534-(b)(6);(
(b)(6);(b)(7)(C)

HOW TO MAKE LEARN HOT LIST UPLOAD NOTIFICATIONS STOP

Tired for receiving all the hot list upload notifications? Follow the X steps below to stop receiving these emails.

1) (b)(7)(E)

(b)(7)(E)

2) (b)(7)(E)

(b)(7)(E)

3) (b)(7)(E)

(b)(7)(E)

4) (b)(7)(E)

(b)(7)(E)

5) (b)(7)(E)

(b)(7)(E)

6) (b)(7)(E)

(b)(7)(E)

7) (b)(7)(E)

(b)(7)(E)

(b)(7)(E)

8) (b)(7)(E)

From: (b)(6);(b)(7)(C)
Sent: 7 Dec 2017 17:45:32 -0500
To: HSI-Requisitions
Cc: (b)(6);(b)(7)(C)
Subject: Requisition 192118FLMURQ0008 - TRSS-LPR
Attachments: 192118FLMURQ0008.pdf, Privacy and IAD Exemption Checklist (05 19 2016).docx, ICE Form 13-015 - HSI LPR Database - ITSR Request - 12.07.17.pdf

Good Day:

Please process the attached requisition for OAQ/DC, (b)(6);(b)(7)(C) Thank you.

1. Contract and Task Order Number: ***New Requirement***
2. Period of Performance – **10/01/17 – 01/31/2019 (16 months)**
3. Anticipated Period Funded by the Requisition - ***10/01/17 – 12/31/17***
4. Description of the Procurement – ***New Database Service***
5. Justification of the Procurement – ***HSI Requirement for License Plate Reader (LPR) Database with Thomson Reuters Special Services, LLC (TRSS. The LPR will be provided via the current TRSS CLEAR Platform as a separate contract. This Database, like CLEAR, will not touch the ICE Network.***
6. Product Service Code (PSC) - ***D317***

Thank you.

(b)(6);(b)(7)(C)
Unit Chief, Acquisition Management Unit (AMU)
HSI Mission Support Division
Homeland Security Investigations (HSI)
Immigration and Customs Enforcement (ICE)
Ph: 202 732-(b)(6);(b) Mobile: 202-321-(b)(6);(b
Email: (b)(6);(b)(7)(C)

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REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

1. NUMBER
192118FLMURQ0008

2. DATE
07-DEC-2017

3. ACTIVITY SYMBOL
See Attachment A

SEE INSTRUCTIONS ON REVERSE

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
OFFICE OF ACQUISITION MANAGEMENT (OAQ)
801 I STREET NW(b)(6);(b)(7)(C)
WASHINGTON DC 20536
ATTN: WILLIAM QUIGLEY 202-732-2120

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-HSI-HQ-DIV 6 FAAM
(b)(6);(b)(7)(C)
202-732(b)(6)
500 12TH STREET NW
WASHINGTON, DC 20536
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFGR., ETC)	QUANTITY	UNIT	COST UNIT PRICE	COST AMOUNT	ACTION CODE
6	7	8	9	10	11	12
TBD	HSI REQUIREMENT FOR LICENSE PLATE READER (LPR) DATABASE WITH THOMSON REUTERS SPECIAL SERVICES, LLC (TRSS) COR: (b)(6);(b)(7)((ERO)				(b)(4)	

Justification:
TO INCREMENTALLY FUND 3 MONTHS FOR LICENSE PLATE READER (LPR) DATABASE WITH TRSS

Recommended Vendor: 263977076
THOMSON REUTERS SPECIAL SERVIC
1410 SPRING HILL ROAD
SUITE 140/ SUITE 301
MCLEAN, VA 22102-3058
Phone: 5714053202

(b)(6);(b)(7)(C)

Date 12/7/2017

14. TITLE OF APPROVING OFFICIAL M&PA

24. SIGNATURE OF P(b)(6);(b)(7)(C)

Date 07-DEC-2017

25. TITLE OF FUNDING OFFICIAL MGT & PROG ANALYST (PROG ADVIS

15. TOTAL (b)(4)

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)

17. DATE RECEIVED

18. APPROVED

19. PURCHASE ORDER DATE NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION 21. DATE 22. SIGNATURE 23. TITLE

United States Department Of Homeland Security
Immigration And Customs Enforcement
FORM G-514 (REV. 8-1-5

INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requistioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix(e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom)(e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M, lb., cwt, ton: bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.)
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: **192118FLMURQ0008**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
FLMUCTR	000	D1	10-55-00-000	15-05-0000-00-00-00-00	GE-25-14-00	000000	(b)(4)

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
D1	2018	7080540		(b)(4)

ICE Office of Acquisition Management

Privacy and Information Security Procurement Review

Exempt Categories Checklist

ICE Information Governance and Privacy (IGP) and ICE Information Assurance Division (IAD) have determined that the nature of the procurement categories listed below do not represent a specific privacy and/or security risk and thus do not require review by IGP or IAD.

Instructions

If your procurement fits into an exemption, include this completed page in your acquisition package. No further IGP/IAD submissions are required. If your procurement does **NOT** fit into an exemption, you must complete the **Privacy and Information Security Checklist**.

CONTACT INFORMATION

Procurement POC:	(b)(6);(b)(7)(C)	Program POC:	First and Last Name
Phone:	(202) 732-(b)(6)	Phone:	Click here to enter text.
Email:	(b)(6);(b)(7)(C)	Email:	Click here to enter text.

Class A: Admin

☐ Administrative modifications (e.g., add funding, change address, appoint new COR, change the POC, change or extend Periods of Performance or delivery date, etc.)

This exemption only applies if you check the box above AND the SOW/PWS was previously reviewed by the ICE Privacy Office after May 2015.

☐ De-obligation of funds

Class B: Goods

☐ Non IT equipment (e.g., uniforms, furniture, paper, filing cabinets, safes, etc.)

☒ IT hardware (e.g., on-site servers, laptops/desktops for general office use, cell phones, SIM cards, radios, etc.)

☐ Multi-function devices (e.g., fax, copy machine, scanner, printer, etc.)

☐ Forensic Software and Hardware (tools used to image, unlock, retrieve or analyze data from mobile devices and computer workstations for the purposes of collecting and analyzing forensic evidence). In addition:

- there is not a corresponding SOW/PWS for the purchase,
- the vendor will not have the ability to view any personally identifiable information (PII) associated with the use of the technology/service, and
- the purpose for the software/hardware aligns with current and existing uses of the technology.

Class C: Services

☐ Multi-function device maintenance

☐ Building maintenance (e.g., antennas, HVAC, etc.)

☐ Firing range services

☐ Parking

☐ Conference space

☐ Training when no employee information or other PII is provided to the vendor

☐ Bandwidth or network connectivity



If your procurement fits into an exemption, complete and print this page and include it in your Acquisition Package. You do not need to submit any documents for Privacy or Information Assurance Division (IAD) review.

If your procurement does **NOT** fit into an exemption category, you must complete the **Privacy and Information Security Checklist**. The Checklist and the response from Privacy and IAD must be included in your acquisition package.

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

NON-STANDARD REQUEST FORM

The purpose of the ICE OCIO Customer Support Branch (CSB) Non-Standard Request Form is to enable ICE employees to request non-standard equipment for purchase.

Instructions on how to complete each item are listed at the end of the document.

PRODUCT INFORMATION

1. DATE SUBMITTED	2A. PROGRAM	2B. DIVISION	2C. BRANCH	2D. PROJECT
12/07/2017	HSI	FAAM	AMU	LPR

3. TITLE
HSI Requirement-License Plate Reader (LPR) Database with Thomson Reuters Spec Svs (TRSS)

4A. PRODUCT NAME	4B. PRODUCT VERSION/MODEL NUMBER	4C. TOTAL NUMBER OF PRODUCTS REQUESTED
LPR Database	N/A	1

5. PRODUCT VENDOR	6. WHAT IS THE DESIRED PURCHASE DATE?
TRSS	12/08/2017

7. JUSTIFICATION FOR REQUEST (Brief description of the reason for the request)
HSI Requirement for License Plate Reader (LPR) Database with Thomson Reuters Special Services, LLC (TRSS. The LPR will be provided via the current TRSS CLEAR Platform.

Will not touch ICE Network.

8. IF THE ITEM IS SOFTWARE, WILL THE PROGRAM BE ACCESSED BY A MOBILE DEVICE?
☐ YES ☐ NO ☒ UNKNOWN

9. HOW WILL THE PRODUCT BE MAINTAINED/ HOW WILL UPDATES BE APPLIED?
Vendor maintain and updates

10. DOES THE ICE SERVICE DESK HAVE THE CAPABILITY TO PROVIDE ONGOING SUPPORT OF THE PRODUCT?
☐ YES ☒ NO IF NOT, WHO WILL BE PROVIDING TECHNICAL SUPPORT? Not Required.

11. HOW MANY YEARS IS THIS PRODUCT EXPECTED TO BE IN USE?	12. WHAT IS THE EXACT LOCATION THIS PRODUCT WILL BE USED?
3.5 Years	Maintained by TRSS

13A. WILL THE REQUESTOR BE THE ONLY USER OF THE PRODUCT?
☐ YES ☒ NO IF NO, HOW MANY OTHERS WILL BE USING THE PRODUCT? ICE-Wide

13B. DO YOU EXPECT ANY NEW USERS ON THIS PRODUCT IN THE FUTURE?
☒ YES ☐ NO ☐ UNKNOWN

14. WAS THE TECHNICAL REFERENCE MODEL (TRM) REVIEWED FOR A COMPARABLE PRODUCT?
☐ YES ☒ NO IF YES, SPECIFY BELOW WHY THE TRM PRODUCT DOES NOT MEET THE NEEDS OF THIS REQUEST
CHECK TRM HERE
Only one vendor available - TRSS

15. WAS THIS PRODUCT PREVIOUSLY PURCHASED?
☐ YES ☒ NO IF YES, SPECIFY THE IT APPROVAL NUMBER FOR THIS PURCHASE

16. IS THERE AN ASSOCIATED PROJECT?
☐ YES ☒ NO IF YES, PLEASE INCLUDE THE NAME OF THE PROJECT SLM PHASE

17. DESCRIPTION OF BUSINESS USE INCLUDING DETAILS REGARDING MISSION REQUIREMENTS
LPR Access for Law Enforcement Activities

18. STRENGTHS OF PROPOSED PRODUCT COMPARED TO COMPARABLE ITEMS?
Database more beneficial

19. WEAKNESSES OF PROPOSED PRODUCT COMPARED TO COMPARABLE ITEMS?
None.

20. NAME OF REPLACED OR DISCONTINUED PRODUCT ON A PREVIOUS AHL (If applicable)
None

21. TEST REPORTS OR ATTACHMENTS (Optional, if included, identify attachments)
Database.

PRODUCT LICENSING INFORMATION

22. ARE YOU REQUESTING HARDWARE (Server, Desktop, Laptop) OR SOFTWARE?

☐ HARDWARE (Go to 23) ☒ SOFTWARE (Go to 24)

23. IS THIS A REPLACEMENT OF EXISTING HARDWARE?

☐ YES (Once the software on the old equipment has been removed, transfer the license to the new equipment) (Go to 25)

☒ NO (A license must be purchased, upload and include copy of the license Purchase Order) (Go to 26)

24. IS THIS AN UPGRADE OR NEW PURCHASE?

☐ UPGRADE (Go to 25) ☒ NEW PURCHASE (Go to 26)

25. IS ONE OF THESE OPTIONS TRUE?

(A) IS THERE A MAINTENANCE CONTRACT IN PLACE? ☒ YES (Go to 26) ☐ NO (STOP: contact ICE.Licensing@ice.dhs.gov to find out what to do next.)

(B) THE LICENSE UPGRADE HAS ALREADY BEEN PURCHASED FOR THIS ITEM)

☒ YES (Upload and include a copy of the maintenance contract or license Purchase Order)

☐ NO (A license must be purchased, upload and include copy of the license Purchase Order)

26. IF THIS IS A NEW PURCHASE A LICENSE MUST BE PURCHASED, PLEASE UPLOAD AND INCLUDE A COPY OF THE LICENSE PURCHASE ORDER (Go to 28)

27. HOW IS THE LICENSE BEING DEPLOYED?

☐ DESKTOP (Go to 29) ☒ LAPTOP (Go to 29) ☐ SERVER (Go to 28)

28A. LIST THE SERVER NAME (If known)	28B. LIST THE SERVER LOCATION (Whether or not the name is known; please list the full physical street address)
TRCC	Vendor

29A. POINT OF CONTACT NAME	29B. POINT OF CONTACT PHONE NUMBER	29C. POINT OF CONTACT E-MAIL
Not Required - Vendor	N/A - Vendor Maintain	0

SECURITY INFORMATION

30A. TRUSTED AGENT FISMA (TAF) ID AND/OR INFORMATION SYSTEMS NAME	30B. FISMA RATING
n/a	n/a

31. NAME OF YOUR INFORMATION SYSTEM SECURITY OFFICER (ISSO)

n/a

32. WILL THE PRODUCT INVOLVE THE USE OF PII OR OTHER SENSITIVE INFORMATION?

☐ YES - USE OF PII ☐ YES - USE OF OTHER SENSITIVE INFORMATION ☒ N/A

33. WILL THIS PRODUCT FUNCTION IN A CLOUD ENVIRONMENT?

☐ YES ☒ NO

NETWORK CONNECTIVITY INFORMATION

34A. TYPE OF NETWORK CONNECTIVITY	34B. IS NETWORK STORAGE REQUIRED?
☐ ICE NETWORK ☒ NON - ICE NETWORK	☐ YES ☒ NO ☐ UNKNOWN

35. WEB ADDRESS (URL) FOR ADDITIONAL AND/OR RELEVANT PRODUCT INFORMATION

ANY ADDITIONAL INFORMATION

Add Attachments

Most of these questions do not apply for services requested. This is a vendor Law Enforcement System that does not touch any ICE Networks.

REQUESTOR INFORMATION (The Requestor must be an ICE employee)

REQUESTOR'S NAME AND TITLE	TELEPHONE NUMBER
(b)(6);(b)(7)(C)	202-732-(b)(6);(

E-MAIL ADDRESS	PROJECT MANAGER/OFFICER IN CHARGE
(b)(6);(b)(7)(C)	(b)(6);(b)(7)(C)

TECHNICAL POINT OF CONTACT (POC)

POC NAME AND TITLE	POC TELEPHONE NUMBER
(b)(6);(b)(7)(C)	202-732-(b)(6);(b

POC E-MAIL ADDRESS

(b)(6);(b)(7)(C)

Submit Form

INSTRUCTIONS ON HOW TO COMPLETE THE NON-STANDARD REQUEST FORM

1. Date Submitted	• Provide the date the request is submitted.
2. Program/Division/Branch/Project	• Provide the following program related information: Program, Division, Branch, and Project.
3. Title	• Provide the title by which this request is referred (Example: Oracle 10g for ICE).
4. Product name, version/model number, and total number of products requested	• Include the product or standard name and the version/model number (Example: Mercury Software Test Director 8.0).
5. Product vendor	• If the recommendation is for a proprietary product, identify the name of the vendor.
6. Product vendor	• List the date by which the equipment would most ideally be purchased.
7. Justification for the request (Brief description of the reason for the request)	• Provide a description explaining why this change is being proposed (Example: To avoid having to develop additional software compliant with the FBI's NCIC System, to facilitate the exchange of electronic documents, to provide capacity planning capability on the UNIX platforms, etc.). • Briefly describe the background of the request and any specific requirements.
8. If the item is software, will the program be accessed by a mobile device?	• If the item is software, indicate whether the program be accessed by a mobile device.
9. How will the product be maintained? How will updates be applied?	• Please explain how the product will be maintained and how relevant updates will be applied.
10. Does the ICE Service Desk have the capability to provide ongoing support of the product? If not, who will be providing technical support?	• Please confirm if the ICE Service Desk is prepared to support the requested product. If the Service Desk is not able to support, who will be providing the required technical support?
11. How many years is this product expected to be used?	• What is the expected life-span of the product? How many years will it be used?
12. What is the exact location this product will be used?	• Provide the physical address where the product will be used. If it is required for field work, please provide detailed information.
13. Will the Requestor be the only user of the product? (If no, how many others will be using the product?)	• Provide detailed information as to whom exactly will be using the product. If there are more users than just the Requestor, please provide that information. • If you know of any individuals who will use this equipment in the next few years, please include that information.
14. Was the Technical Reference Model (TRM) reviewed for a comparable product? (Yes/No)	• The TRM on Share Point must be checked for a comparable product prior to the submission of a Non-Standard Request. If there is not a comparable product, then proceed with submitting a Non-Standard Request.
15. Was this product previously purchased? (Yes, No)	• Was this product previously purchased by your Team or Program Office? If yes, please provide the IT approval request number that was approved for this purchase.
16. Is there an associated project? (If yes, please include the name of the project and its SLM phase)	• Provide the name of the associated project that used this product (Example: SEVIS II, TECS MOD). • Provide what SLM development phase the associated project is in, if applicable (Example: Requirements, Design).
17. Description of business use including details regarding mission requirements	• Provide a description of business use and how the equipment helps to fulfill mission requirements.
18. Strengths of proposed product compared to comparable items?	• Describe the major advantages of the product or process compared to other comparable products. • Include compatibility benefits, vendor support, help desk support requirements, facilities operations support (FOS) requirements, trends and anticipated changes in technology, start-up and implementation times.
19. Weaknesses of proposed product compared to comparable items?	• Describe the major disadvantages of the product or process compared to other comparable software products, if any. • Include compatibility issues; vendor support, help desk support requirements, FOS requirements, trends and anticipated changes in technology, start-up and implementation times.

20. Name of replaced or discontinued product that was listed on a previous version of the Approved Hardware List (AHL)?	• Give name of product replaced or upgraded. (End of Life/End of Sale information).
21. Test reports or attachments (identify contents of attachments if any)	• Provide all relevant information to facilitate this review. • Attach electronic documents and submit them with the Non-Standard Request. If the electronic documents are accessible through the Internet or ICE/ICE Intranet, attach a list of the URL(s).
22. Are you requesting hardware (Server, Desktop, Laptop) or software?	• Identify what type of request is being made.
23. Is this a replacement of existing hardware?	• Is the equipment you are requesting a replacement for current equipment?
24. Is this an upgrade or new purchase?	• Is the requested item an upgrade or a new purchase?
25. Is one of these options true?	• Identify if there is a maintenance contract in place and/or if a license upgrade has already been purchased for this item. Will the license be deployed on a desktop, laptop, or server? Please choose one.
26. If this is a new purchase a license must be purchased, please upload and include a copy of the license purchase order.	• For your information.
27. How is the license being deployed?	• Choose which equipment is utilizing the license.
28. List the server name and its location	• What is the name of the server on which the license will be used? List the full physical street address where the server is located including numerical street address, city, state, and zip code.
29. Point of contact name, phone number, and email.	• Please list the POC's name, phone number, and email address. The POC is the individual responsible or licensing maintenance.
30. Trusted Agent FISMA (TAF) ID and/or Information Systems name. Provide the current FISMA rating.	• Provide your Trusted Agent FISMA (TAF) ID and/or Information Systems Name. Contact your local ISSO for this information (contact your SysAdmin to identify your ISSO). • Provide the current FISMA rating.
31. Name of your System Security Officer (ISSO)	• Provide the name and contact information for your Information System Security Officer (ISSO).
32. Will the product involve the use of PII or other sensitive information?	• Provide information as to whether or not PII or other sensitive information will be used.
33. Will this product function in a Cloud environment? (Yes or No)	• Indicate whether or not the requested product will function in a Cloud environment.
34. Type of network connectivity	• Will this product require ICE Network connectivity, Non-ICE connectivity, or no connectivity with any network? • Indicate whether network storage will be required.
35. Web Address (URL) for additional and/or relevant information	• Provide the Internet address(es) where supplemental information related to this product or process can be found.

NON-STANDARD REQUEST PROCESS

(Please send any questions to (b)(6);(b)(7)(C) if assistance is needed)

Submitting a Non-Standard Request	• Only ICE employees may submit Non-Standard Request forms. • All Non-Standard Request forms must be fully complete. Incomplete forms will be returned to the requestor for completion. • All Non-Standard Request forms must be submitted to the following email address: (b)(6);(b)(7)(C) .
Processing the Non-Standard Request	• After submitting a Non-Standard Request, requestors will receive an acknowledgement e-mail that the request has been received and is under review. • The request will be forwarded for adjudication to the appropriate approvers and will also be distributed to other stakeholders.
Receiving Non-Standard Request Disposition	• The ICE employee will receive an e-mail notification of the request disposition with explanatory notes and stipulations, as appropriate, after the request has been adjudicated.

Statement of Work
Access to License Plate Reader Commercial Data Service
November 1, 2017

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's law enforcement offices operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE law enforcement personnel will query the LPR database using known license plate numbers associated with aliens for immigration enforcement purposes, based on leads, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries can assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**

  - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
  - The splash screen will appear at each logon event.
  - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
  - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection and coordinates.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or share the information with other customers, business partners, or any other entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

- The vendor will ensure ICE user queries are conducted anonymously to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will save license plates numbers to query them against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user who queried the license plate number.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The vendor will provide the ability to establish Alert List submissions, flag license plates for deconfliction, and perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate.

- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. If determined to be cost feasible, the system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:
    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
    - Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.
    - Provide capabilities to share Alert List notifications between ICE users involved in the investigation.
- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
    - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
    - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
    - Date and time of query; and
    - Results of the query.
- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.
- The vendor shall provide to ICE user audit reports upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.
- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.
- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.
- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.
- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside

entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Guaranteed Minimums
The minimum that the Government agrees to order during the period of this contract is $10,000.00 for the base year only.

C.7. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.8. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.9. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

From: (b)(6);(b)(7)(C)
Sent: Thu, 29 Mar 2018 20:09:28 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR/LEARN Total ICE Users Registered
Attachments: ICE LEARN users 03292018.xlsx, smime.p7s

Tony-
Attached please find a list of registered LEARN users as of today, 03/29/18. There are 9,209 users (including me) who have access. You can sort by last login based on the attached sheet.

Imagine the list is tie dyed and covered in glitter – Happy Easter!

(b)(6);(

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

This email contains information from Thomson Reuters Special Services, LLC. that may be sensitive and confidential. This message is to be used solely by the intended recipient. If you are not the intended recipient, then you received this message in error and are requested to delete it (and all copies). You are further requested to neither reproduce nor share the contents of this message with anyone except the intended recipient and are to notify the sender if this is an erroneous transmission. Your cooperation is appreciated.

From: (b)(6);(b)(7)(C)
Sent: Thursday, March 29, 2018 3:02 PM
To (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR/LEARN Total ICE Users Registered

Hey (b)(6);(b)(7)(C)

Can you send us the total list of Learn/LPR users in Excel by chance? I have the below email from 2/22/18 but I figure that number has increased based on activity I've seen and heard in the field. We have some data calls that we are working through and need to figure out the total # of HSI and ERO users.

I know tomorrow is Good Friday and this request is not in the Easter spirit but appreciate any help!

Regards,
(b)(6);
(b)(7)(

(b)(6);(b)(7)(C)
Section Chief - Management and Program Analyst
Acquisition Management Unit
Finance, Acquisition, Asset Management Division
ICE/Homeland Security Investigations (HSI)
202-732-(b)(6);(b)(7)(C) (Office)
202-421-(b)(6);(b)(7)(C) (Mobile)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, February 22, 2018 12:53 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR/LEARN Total ICE Users Registered

Good to see you both this morning!

I ran this today at (b)(6);(b) desk – 8,752 users across HSI and ERO.

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 21, 2018 5:09 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: LPR/LEARN Total ICE Users Registered

Hey (b)(6);(b)(7)(C)

Favor to ask; Are you able to run a report for how many total ICE users have registered in LEARN to date? We had an inquiry come in for all ICE users and not just HSI, regardless, (b)(6); and I have no

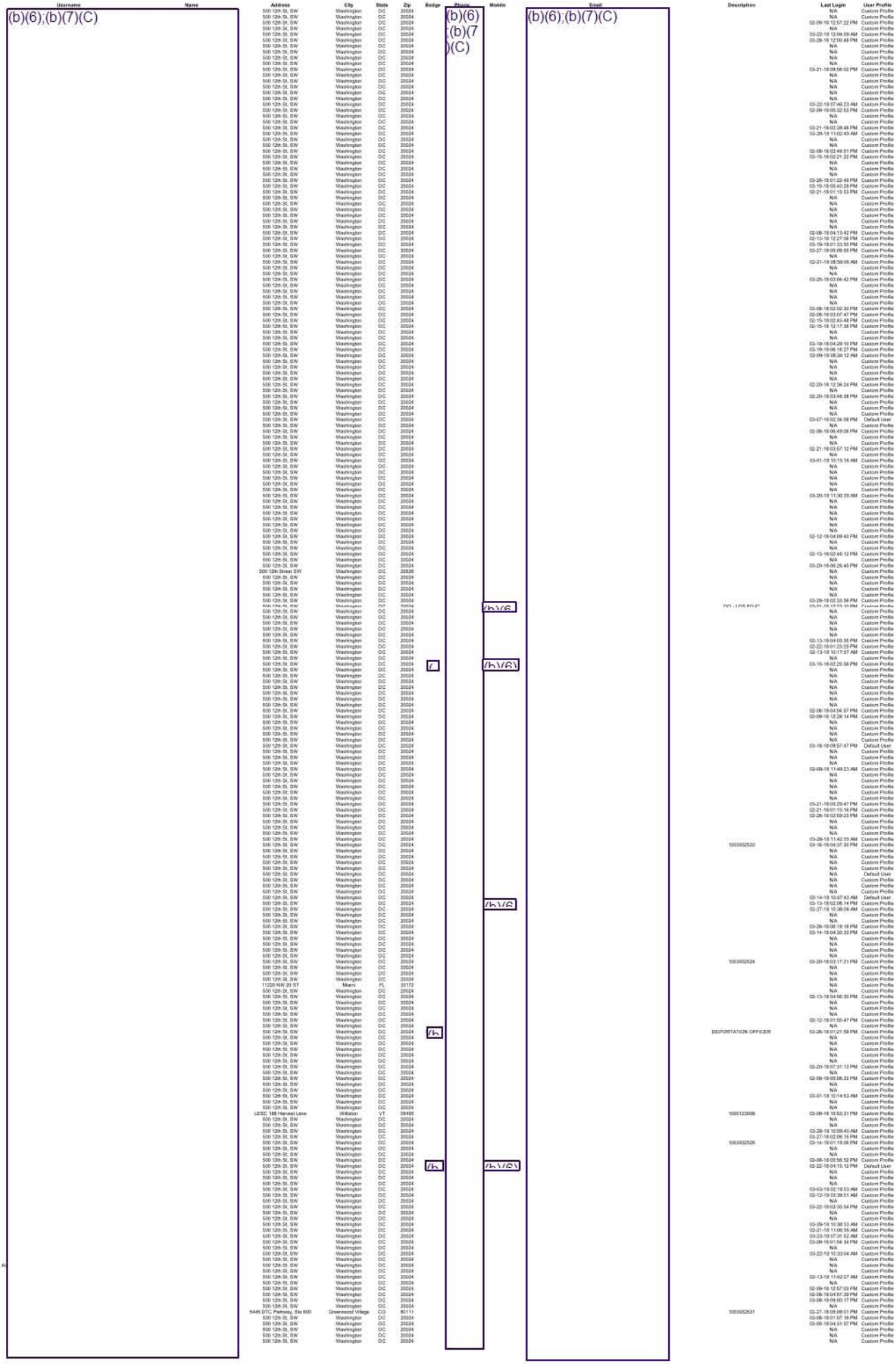
access to the LEARN system for this type of oversight. If the administrators can perform this function we can reach out to them as well but not sure how complicated it might be.

Let us know whenever time permits

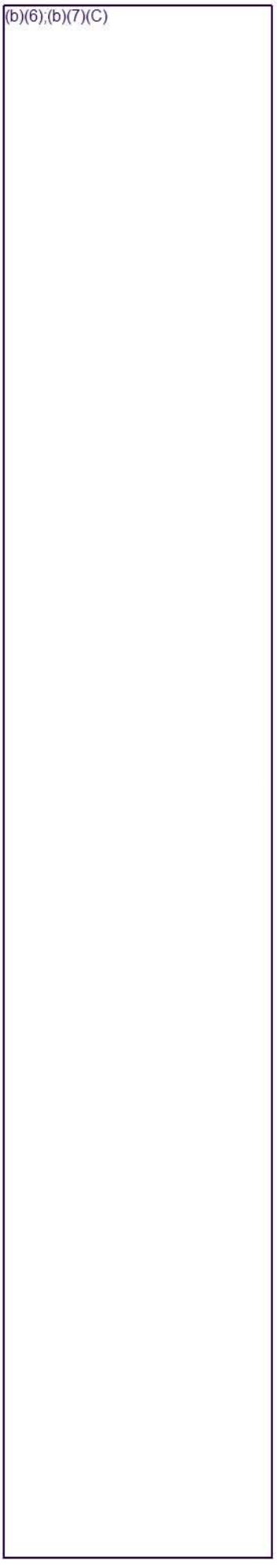
Regards,
(b)(6);(

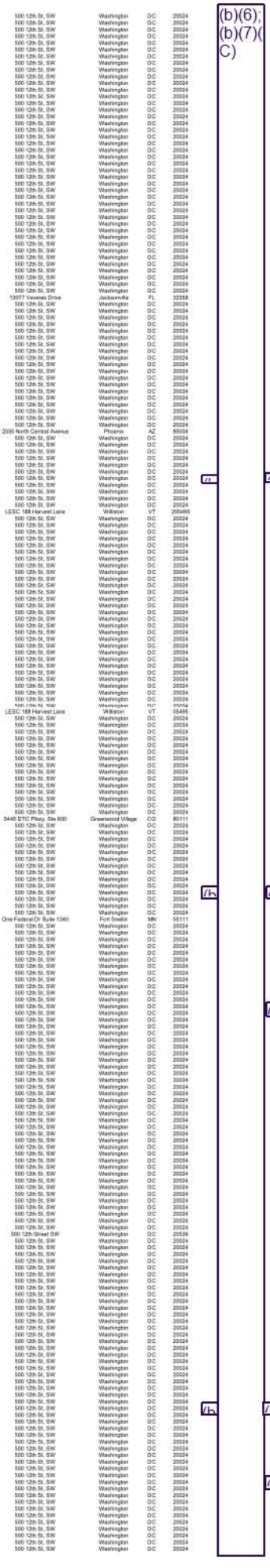
(b)(6);(b)(7)(C)
Section Chief - Management and Program Analyst
Acquisition Management Unit
Finance, Acquisition, Asset Management Division
ICE/Homeland Security Investigations (HSI)
202-732 (b)(6);(b)(7)(***(Office)***
202-421 ***(Mobile)***
(b)(6);(b)(7)(C)

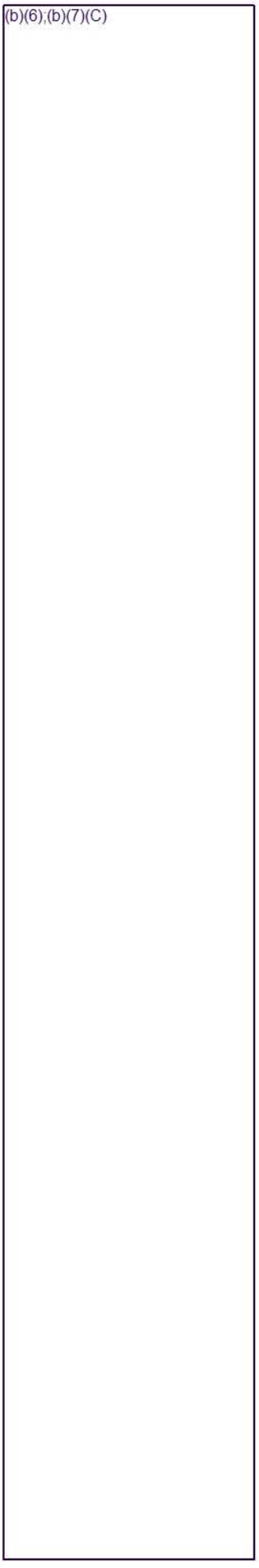
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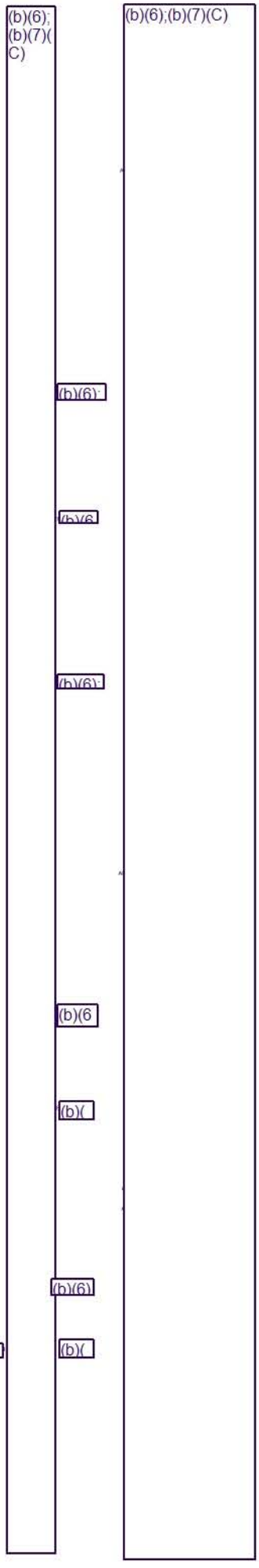
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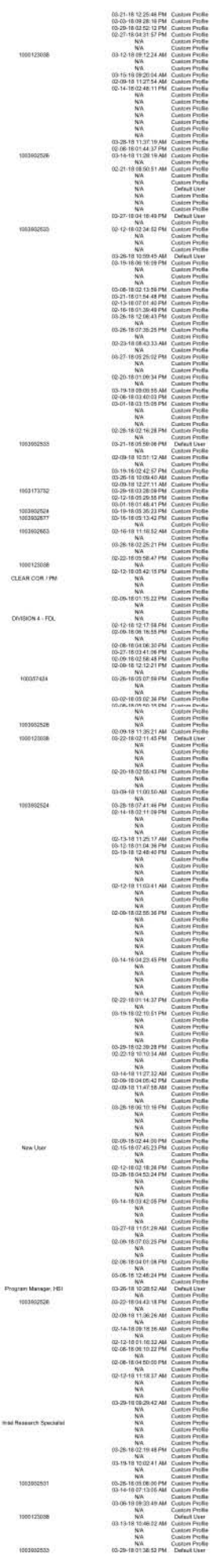


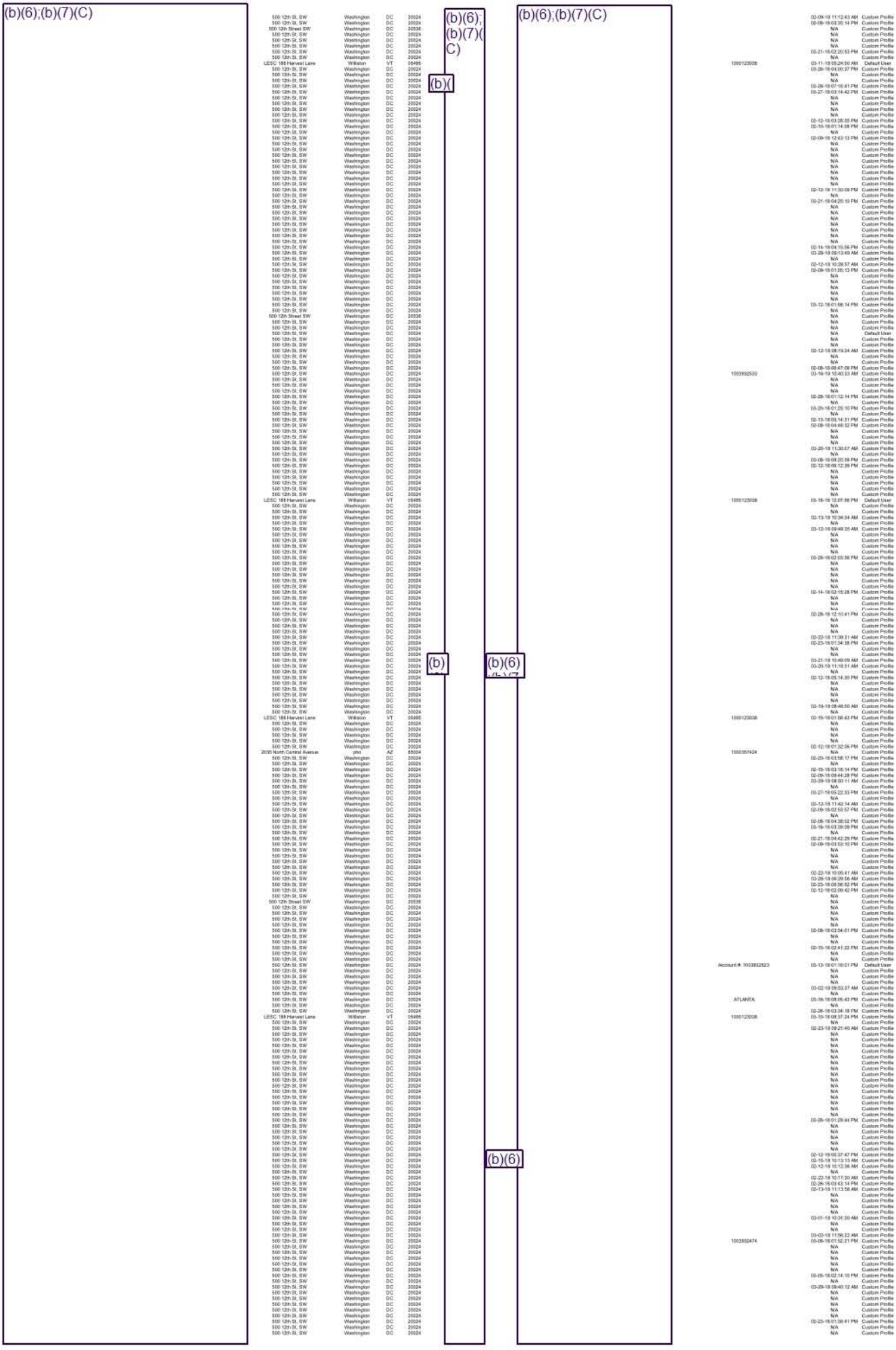

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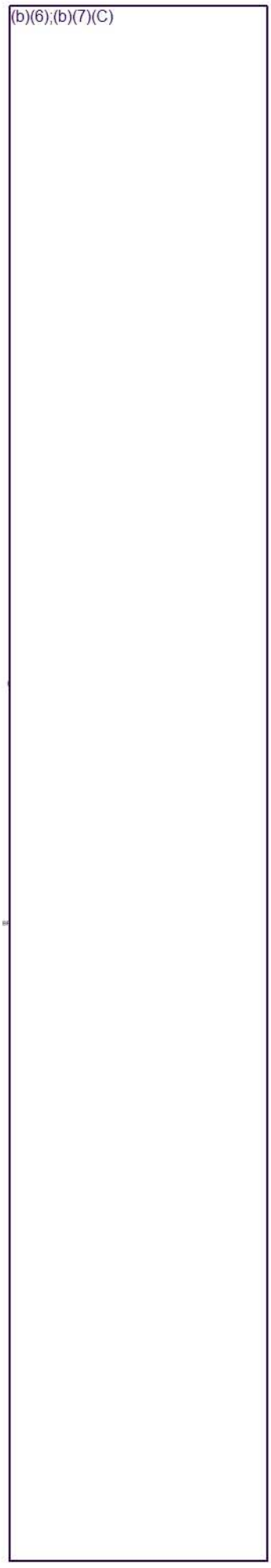

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500 12th St, SW Washington DC 20024
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500 12th Street SW Washington DC 20536
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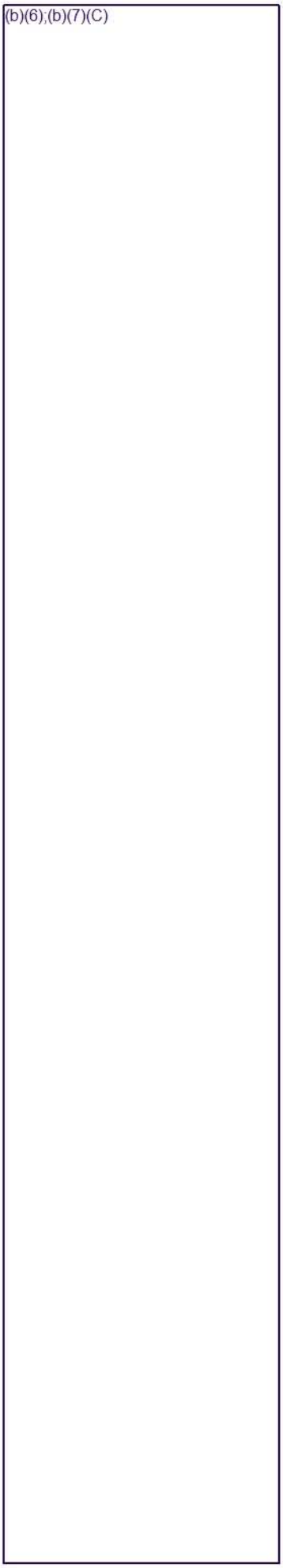

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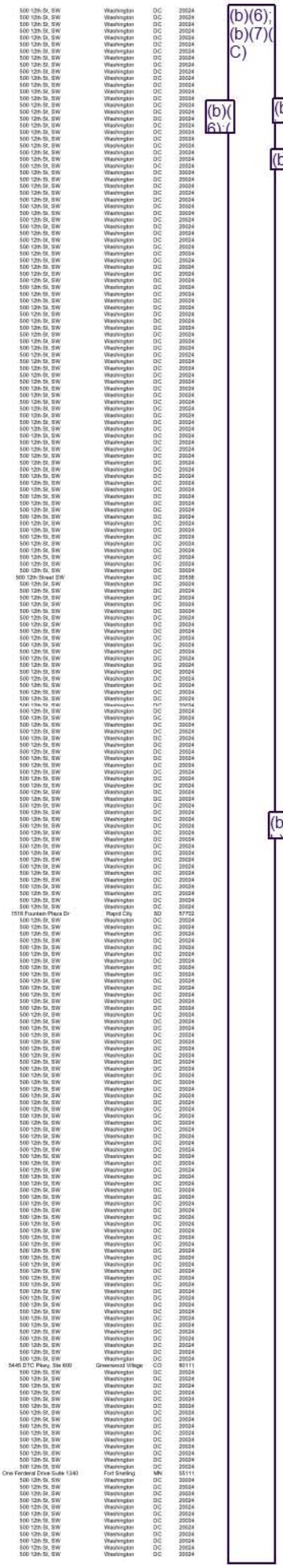

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DIVISION 4 - FDL
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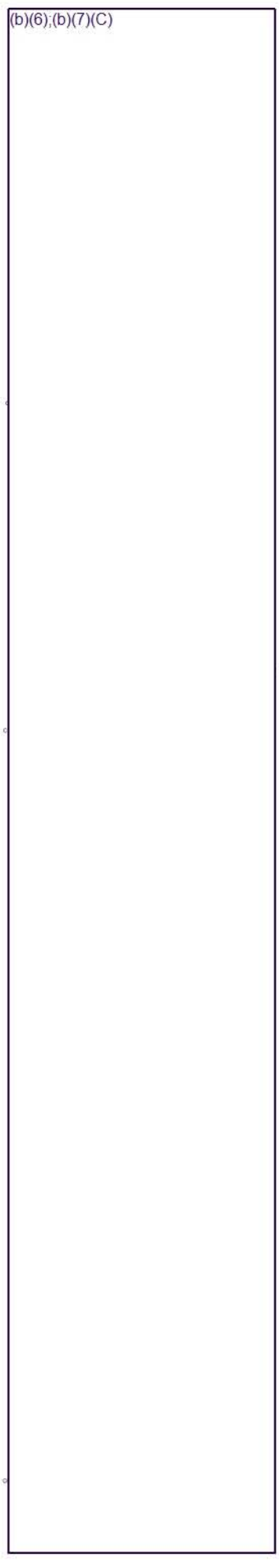

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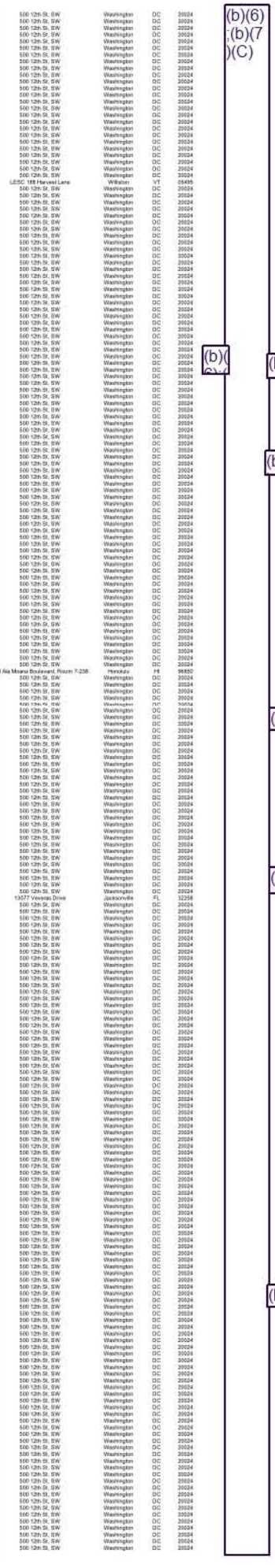


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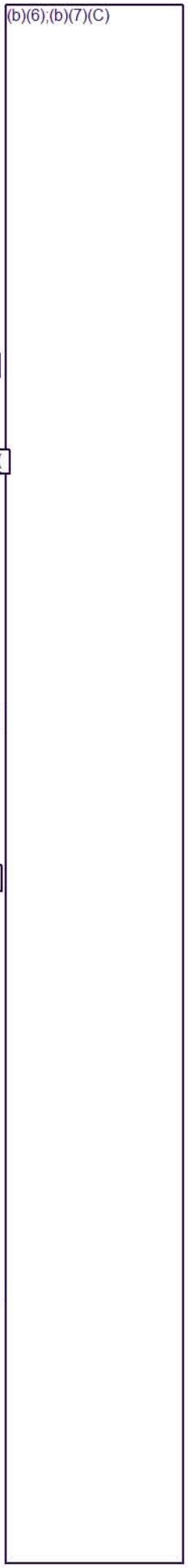


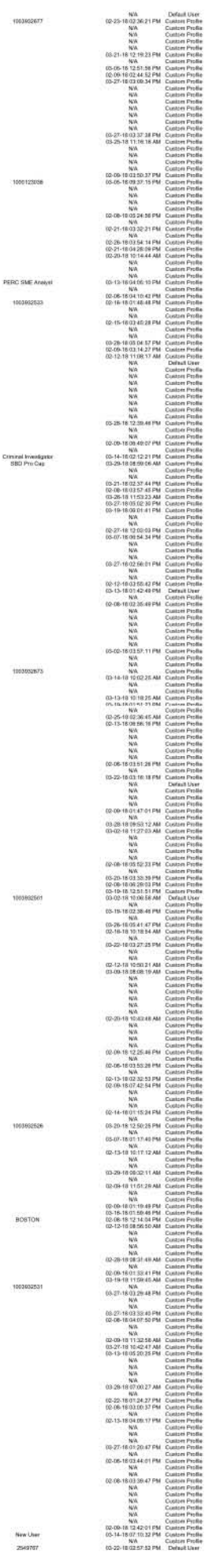

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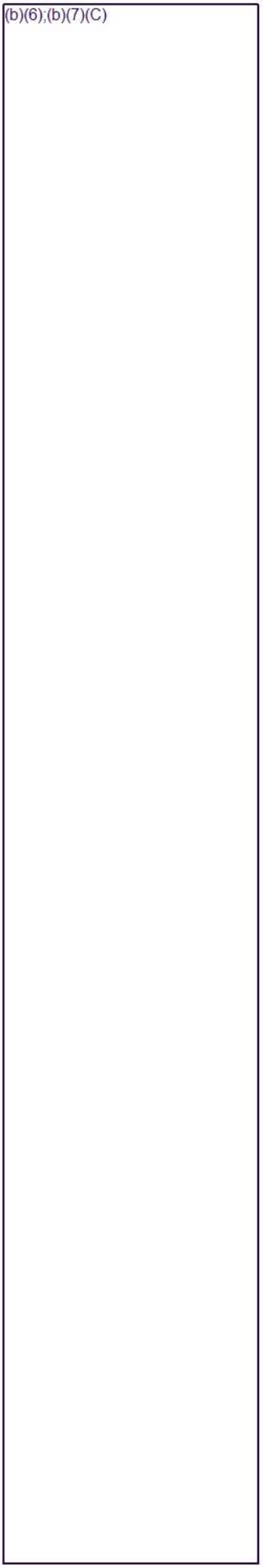

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500 12th St. SW Washington DC 20024
LESC 185 Harvest Lane Williston VT 05495
300 Ala Moana Boulevard, Room 7-238 Honolulu HI 96850
13077 Veterans Drive Jacksonville FL 32258

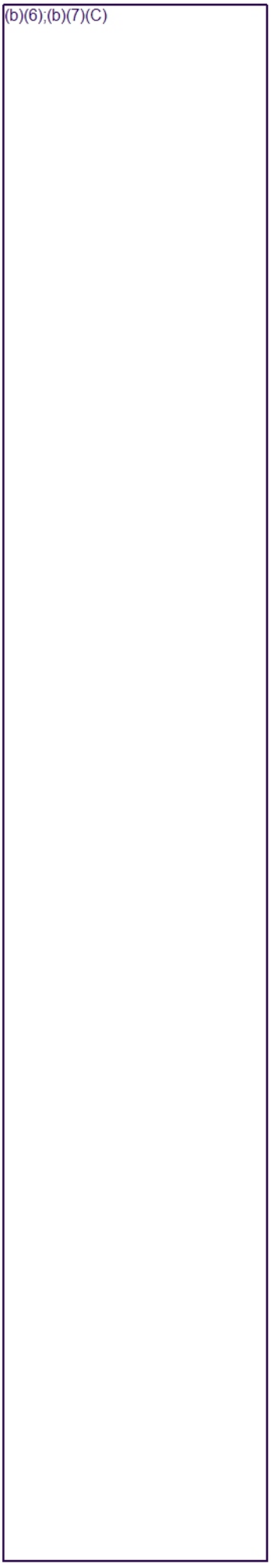
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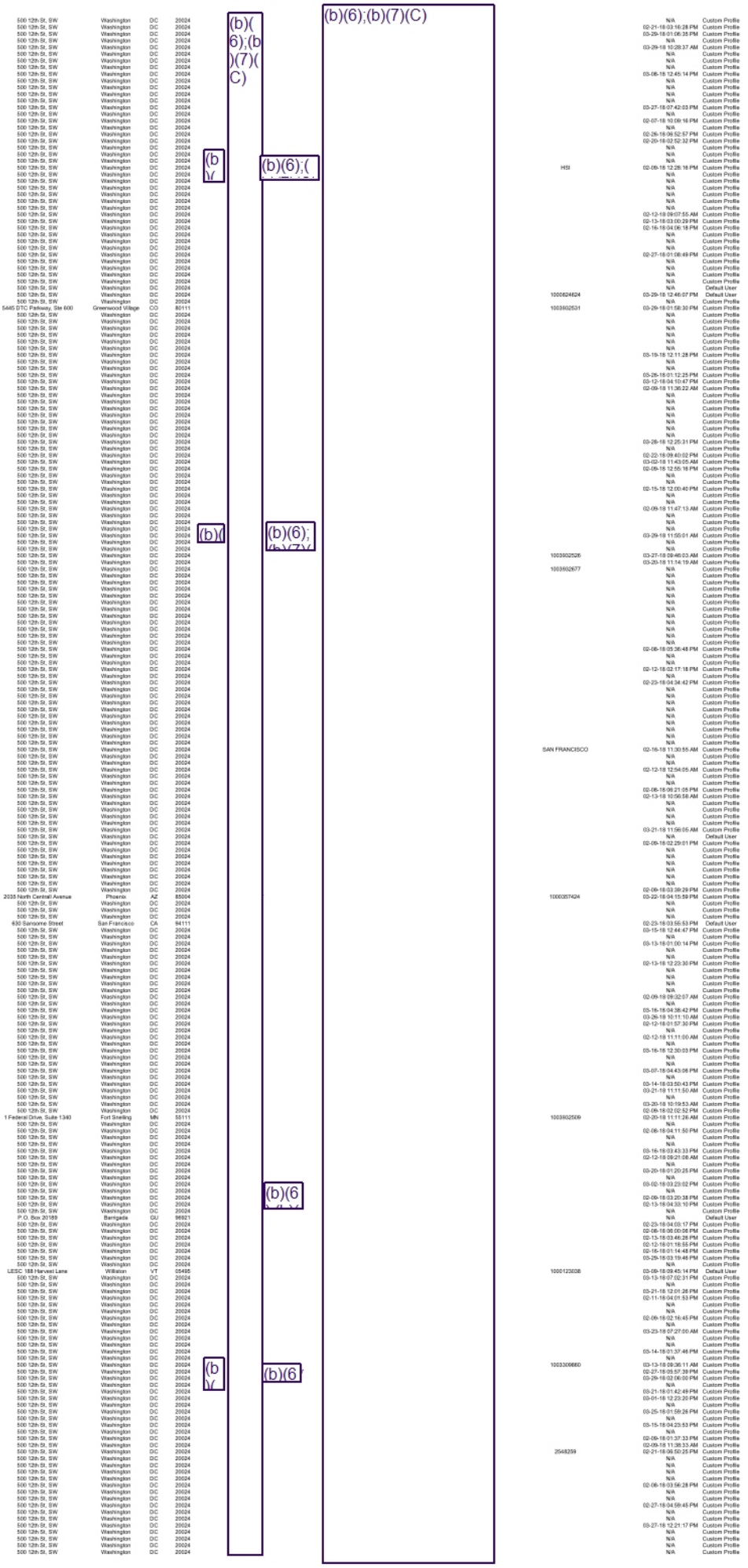

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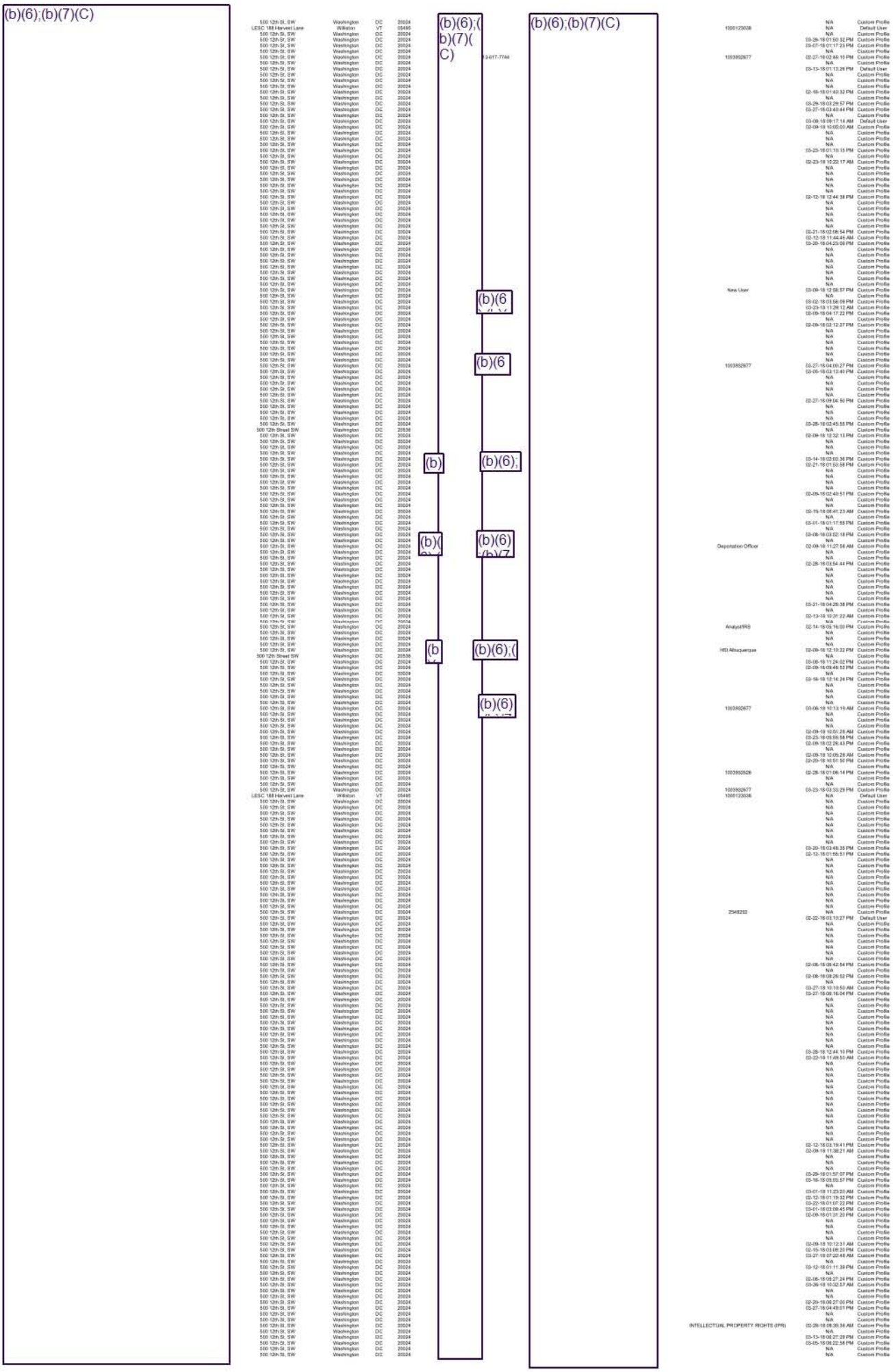

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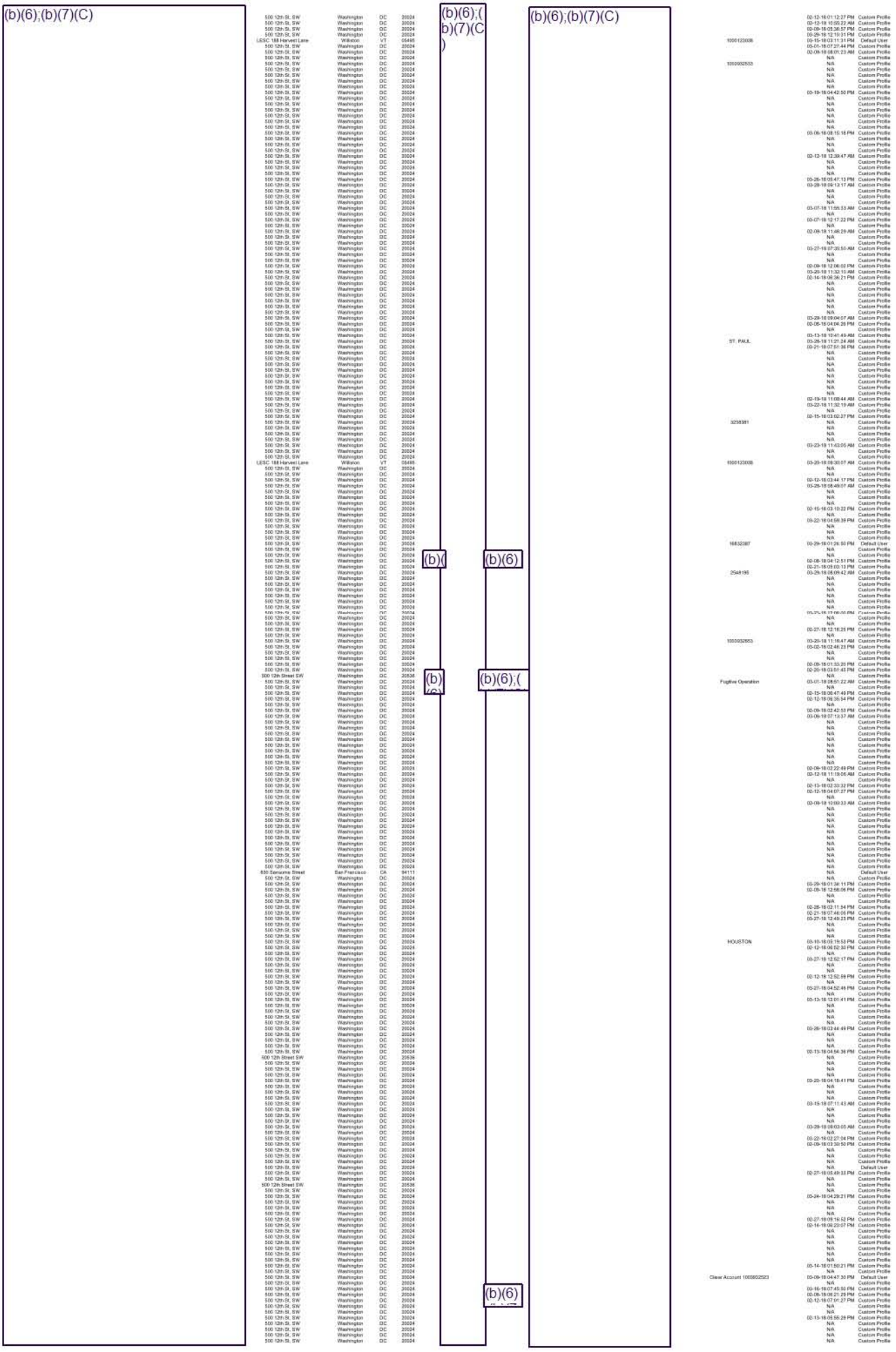


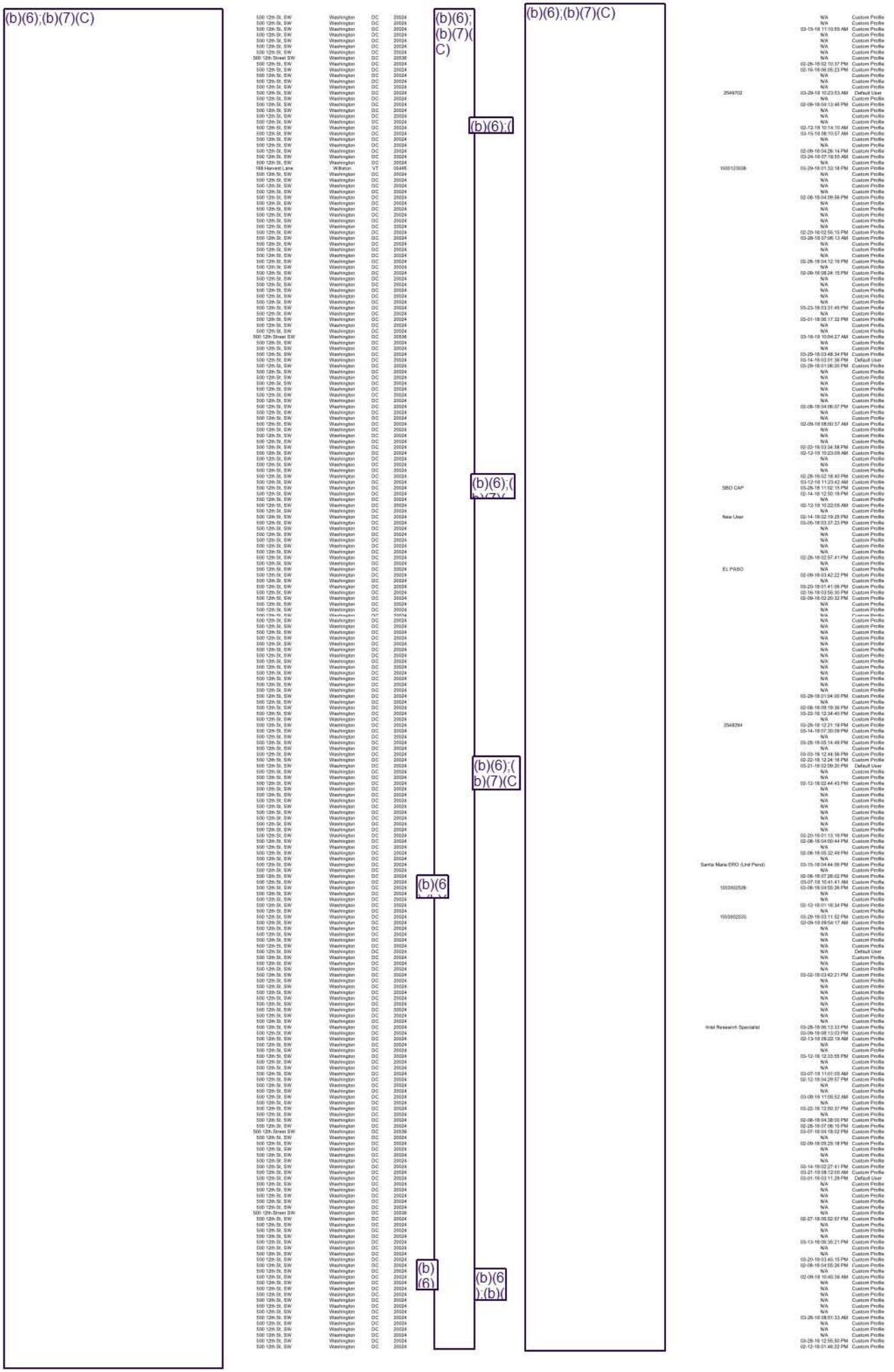
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LESC 166 Harvest Lane	Williston	VT	05495	
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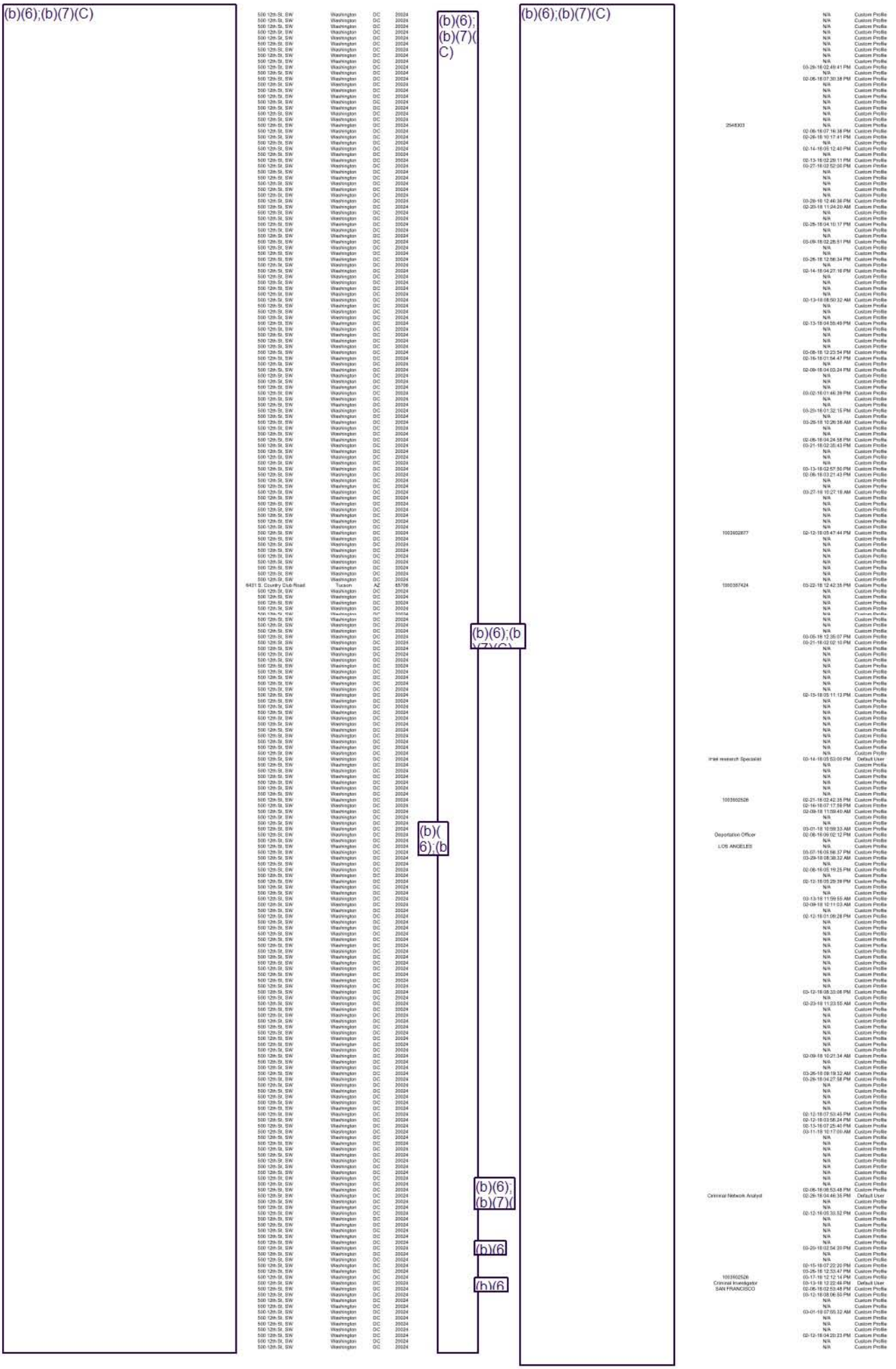

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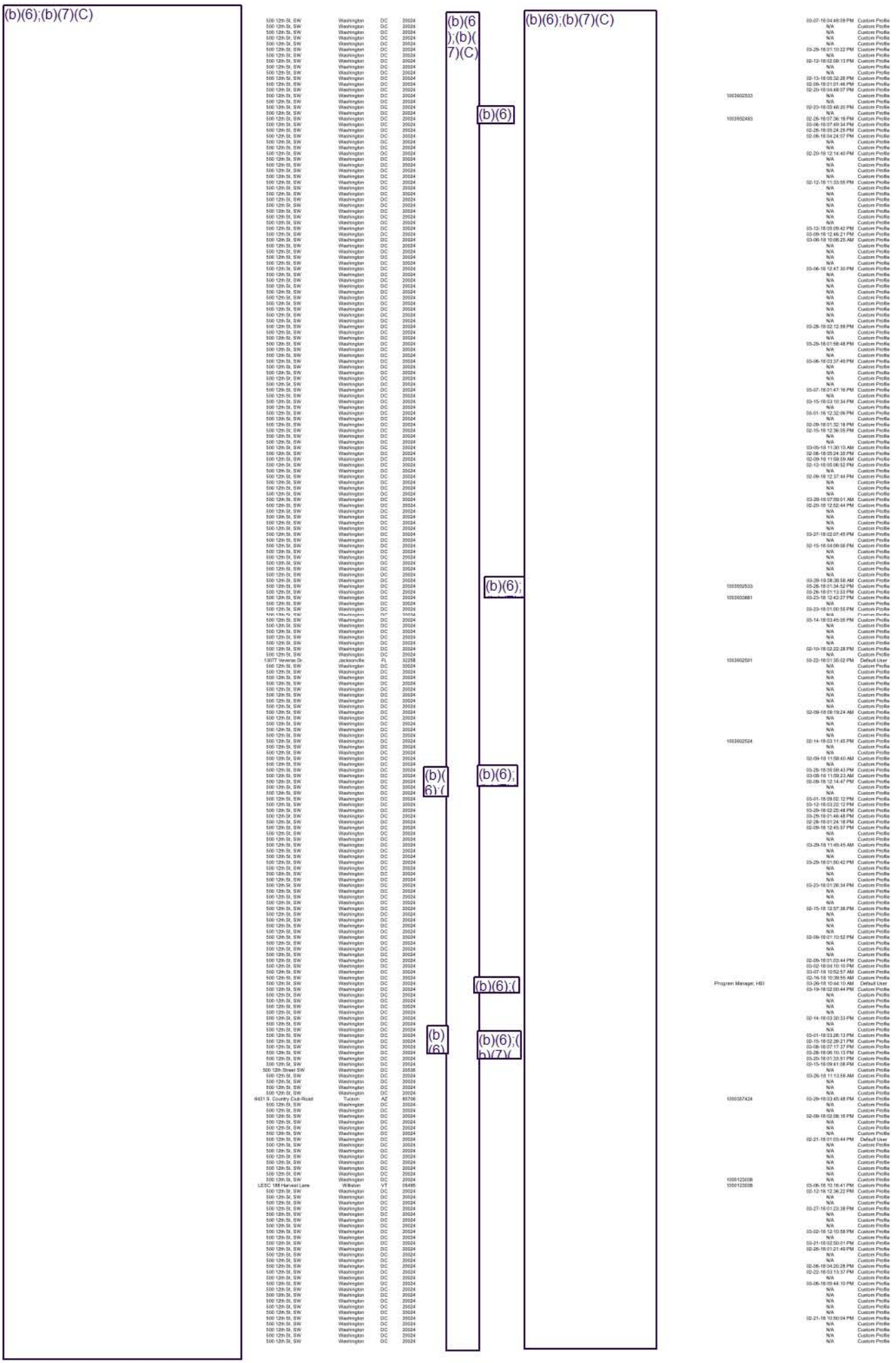

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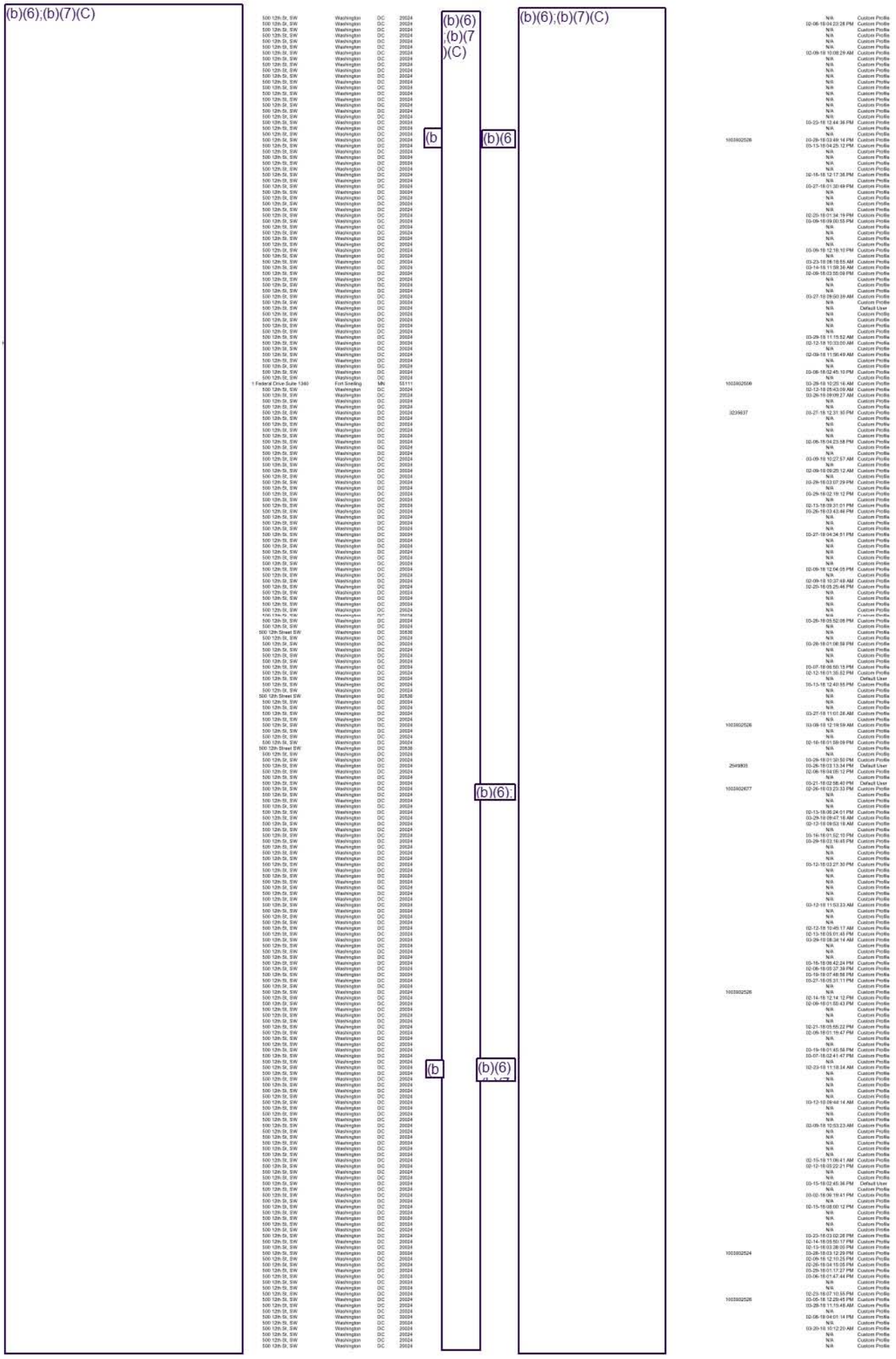

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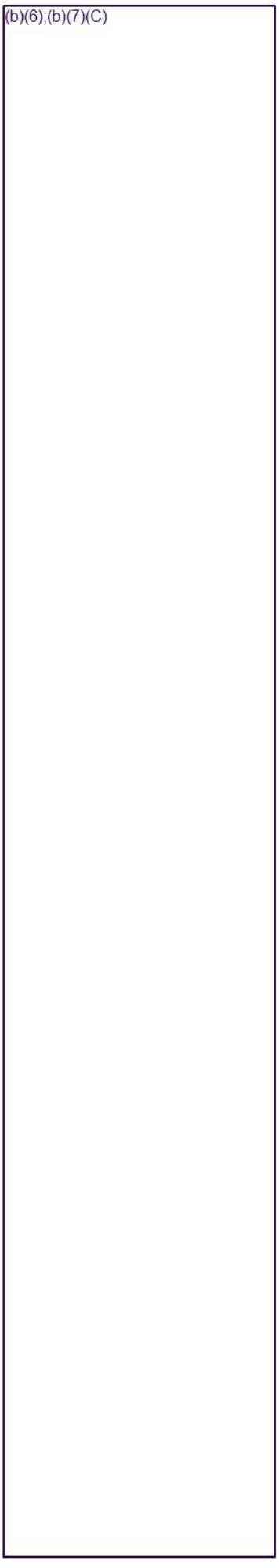

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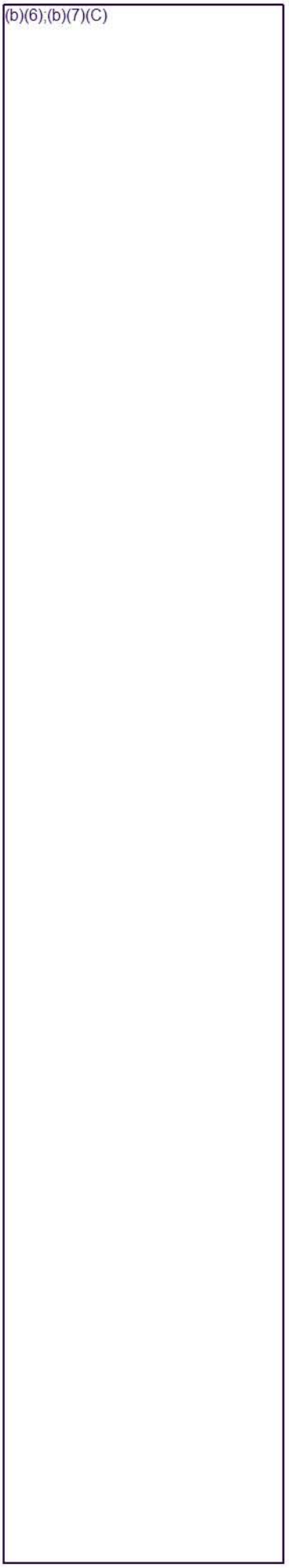

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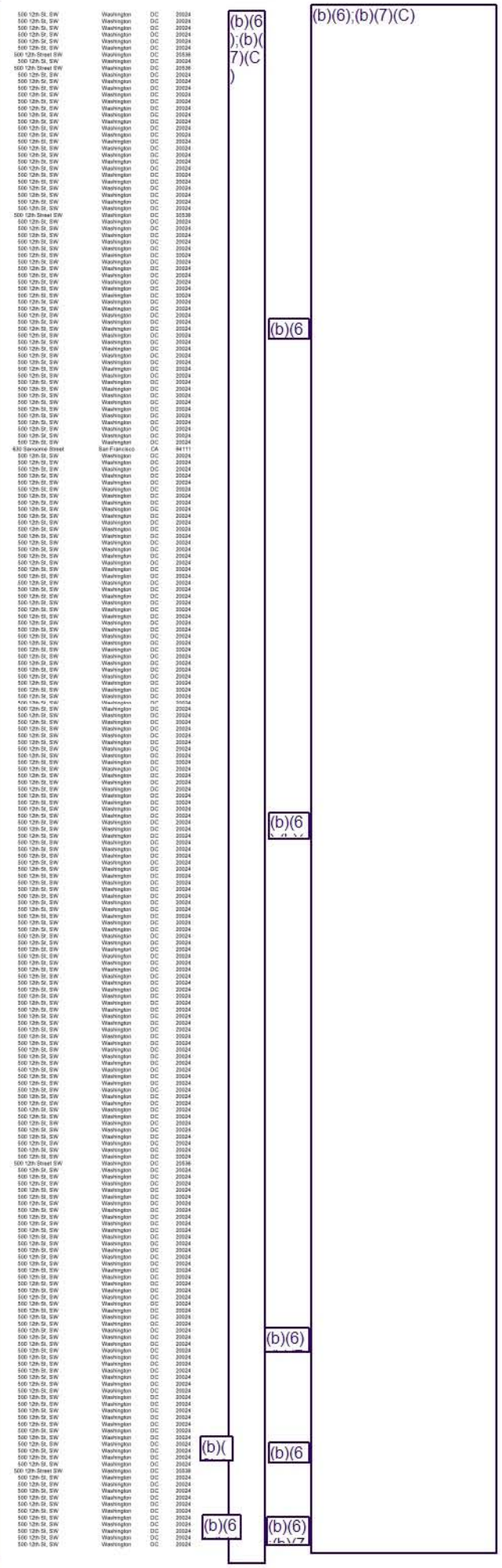


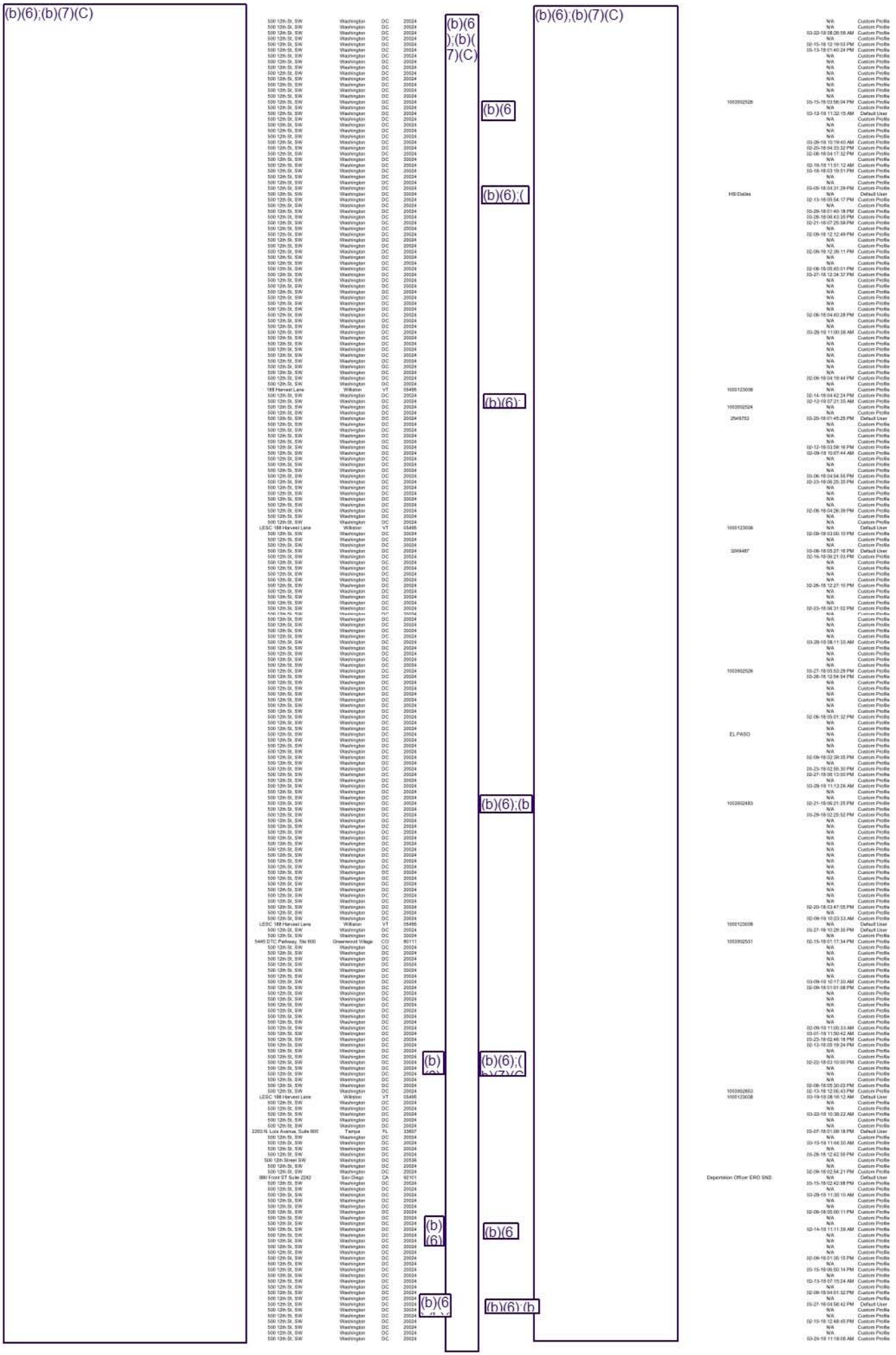
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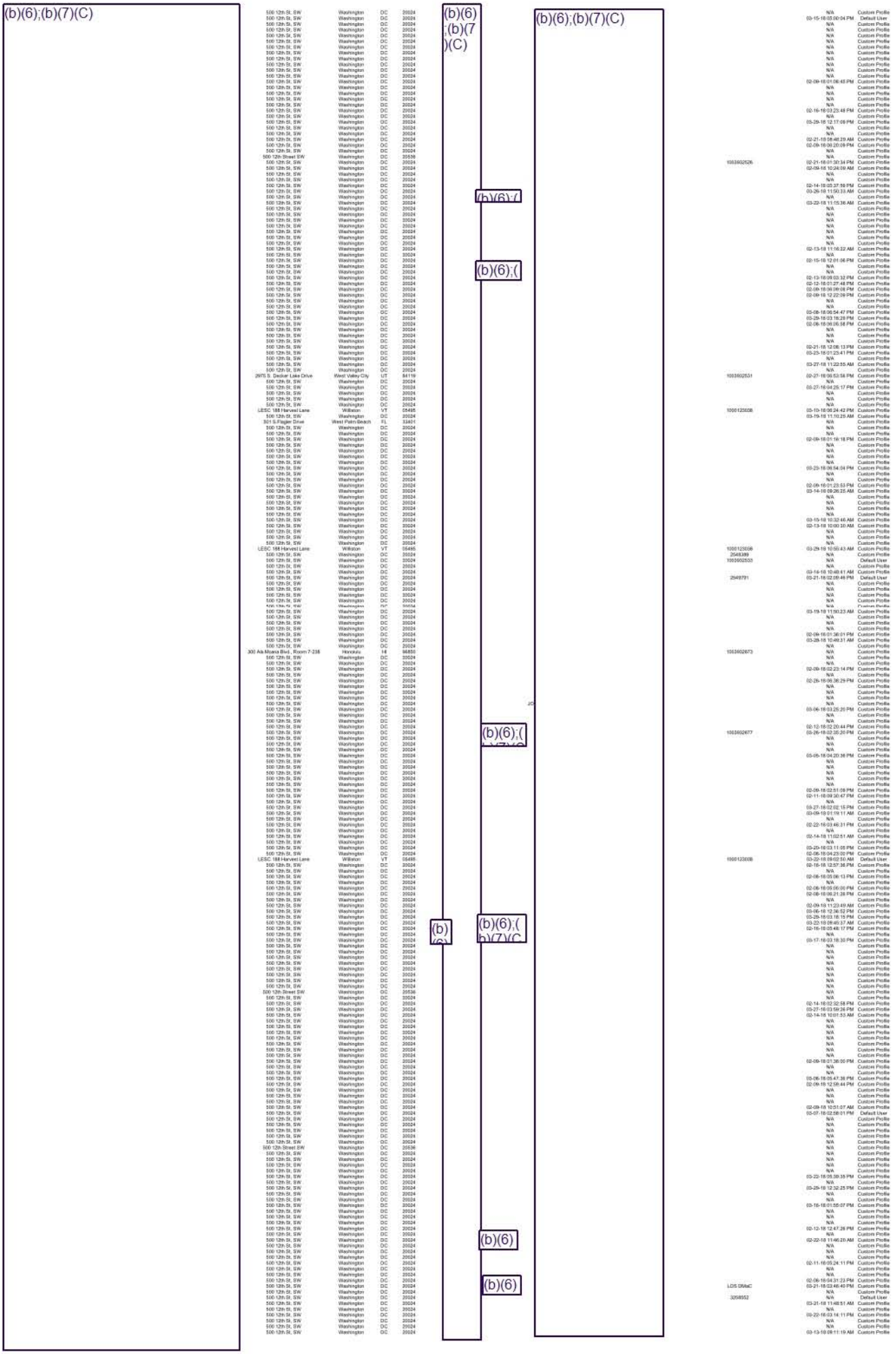
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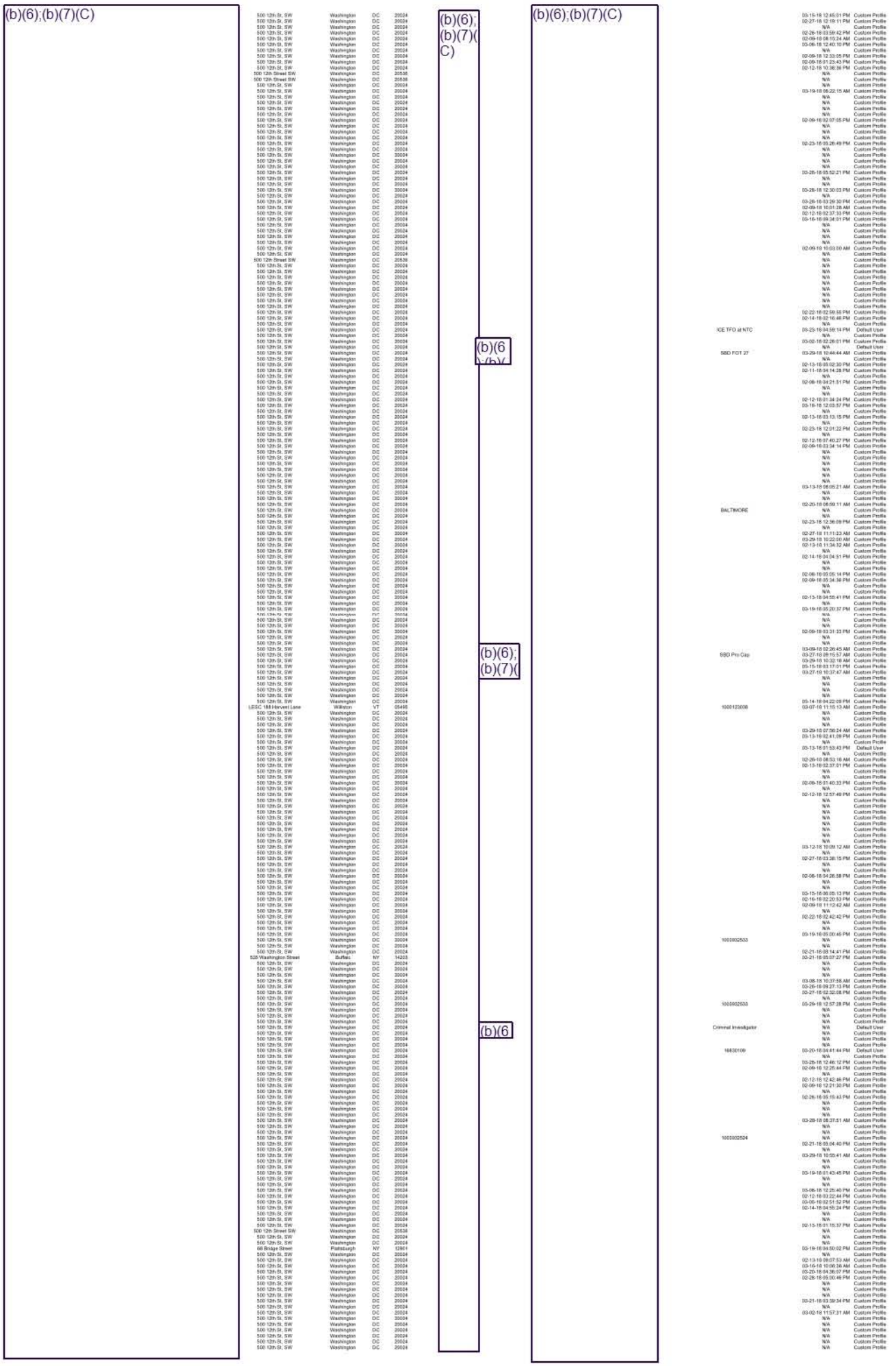
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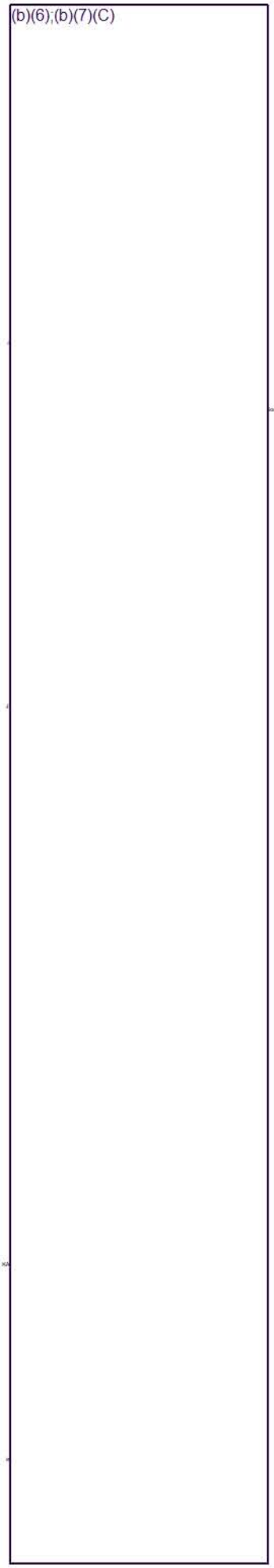


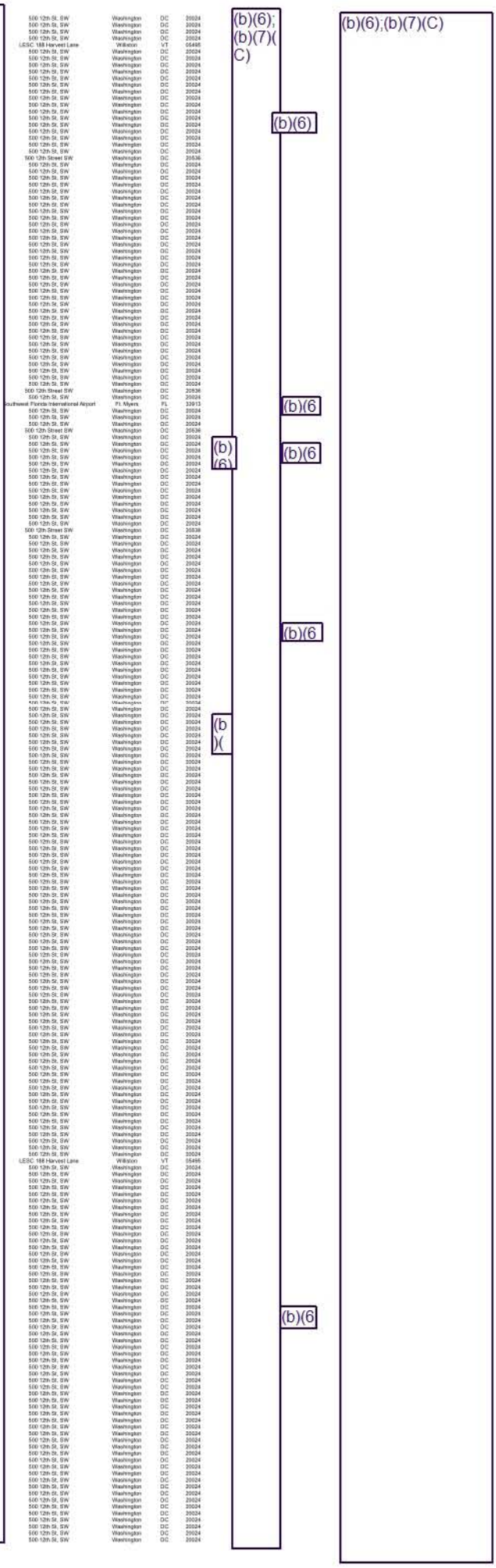

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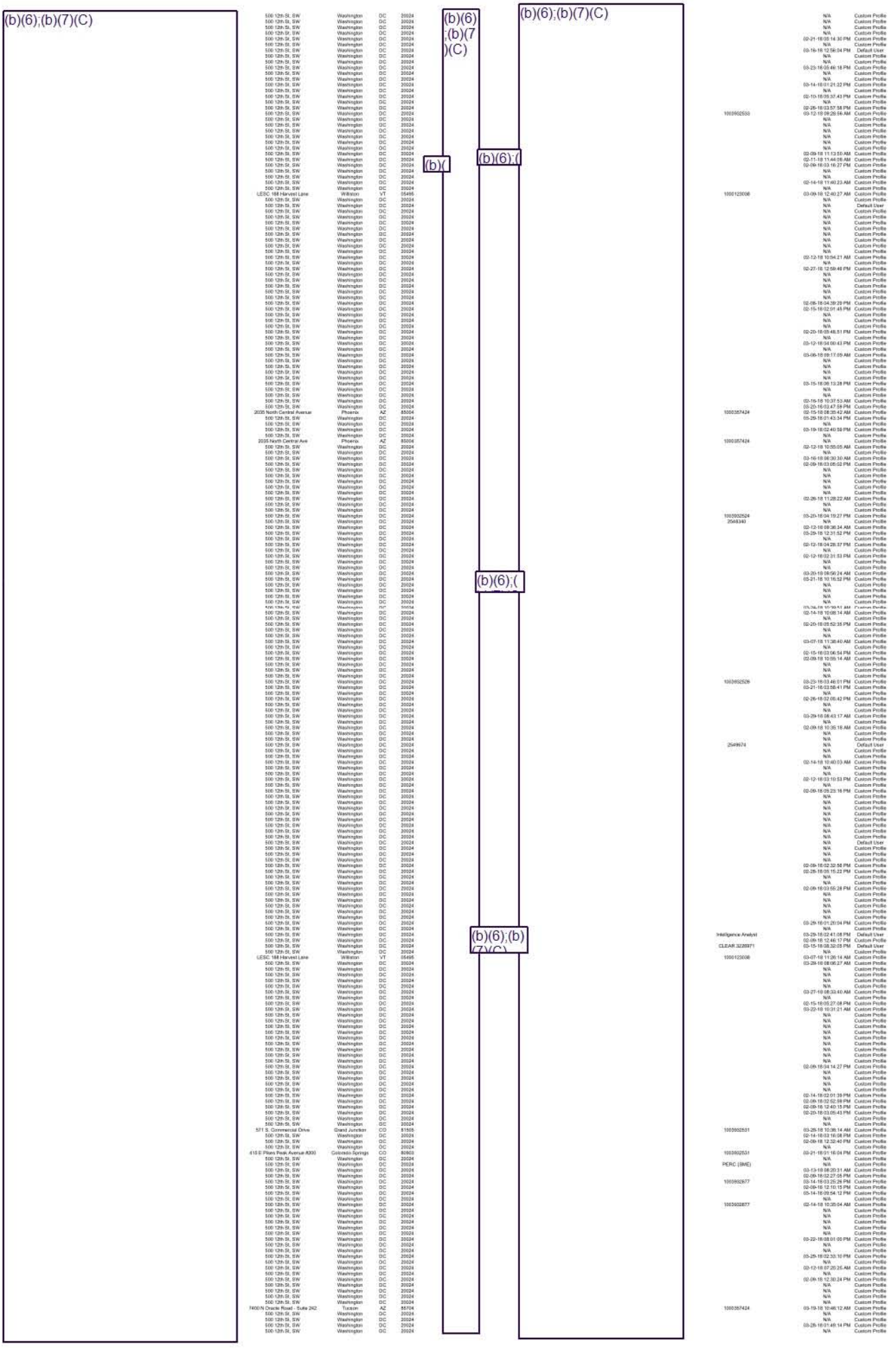

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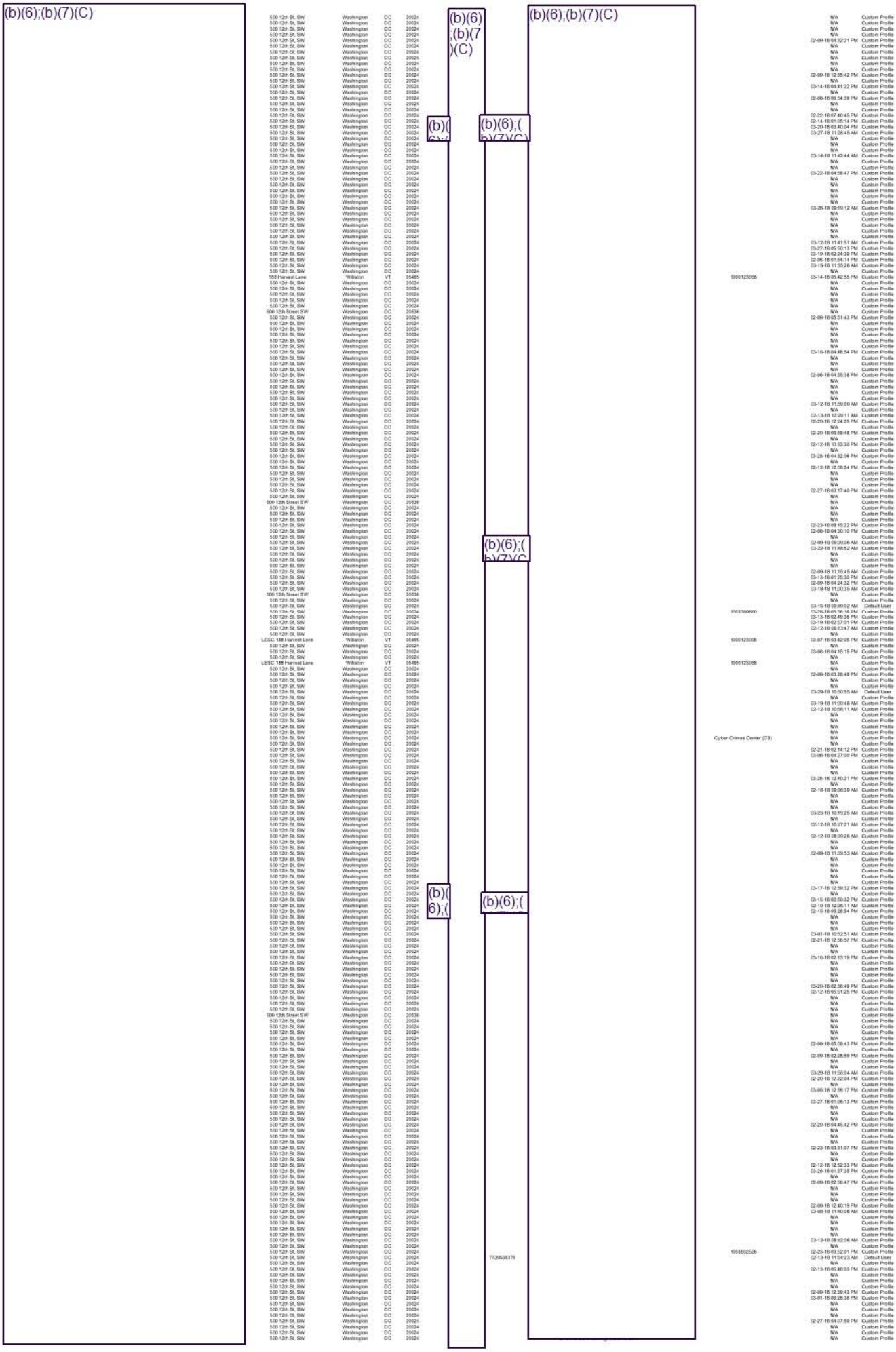

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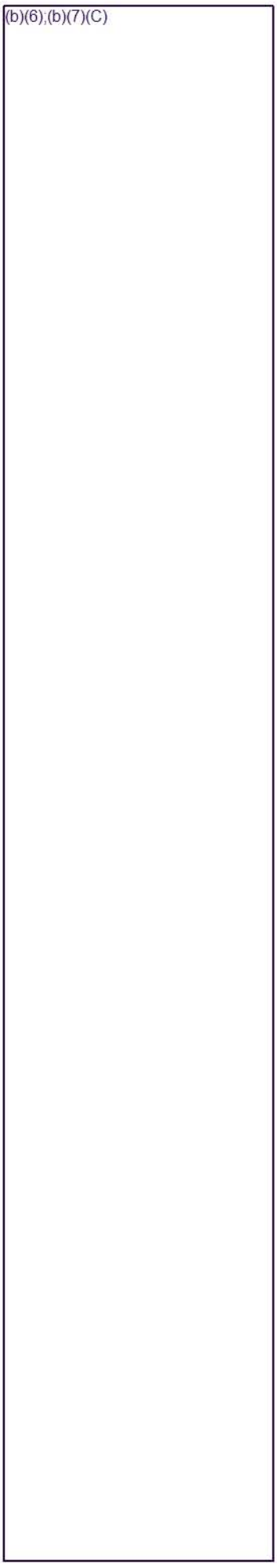

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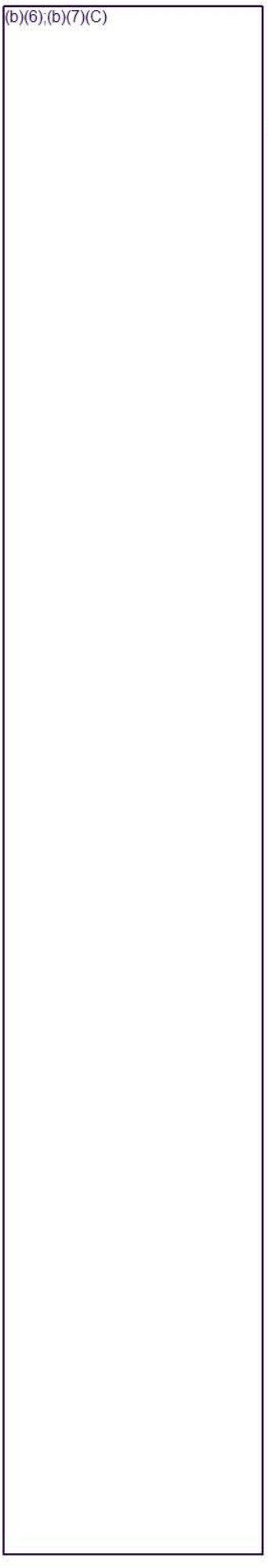
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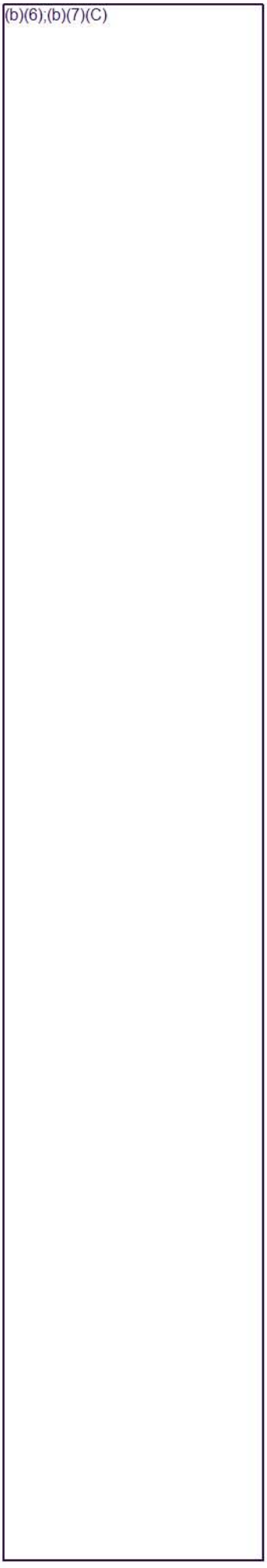

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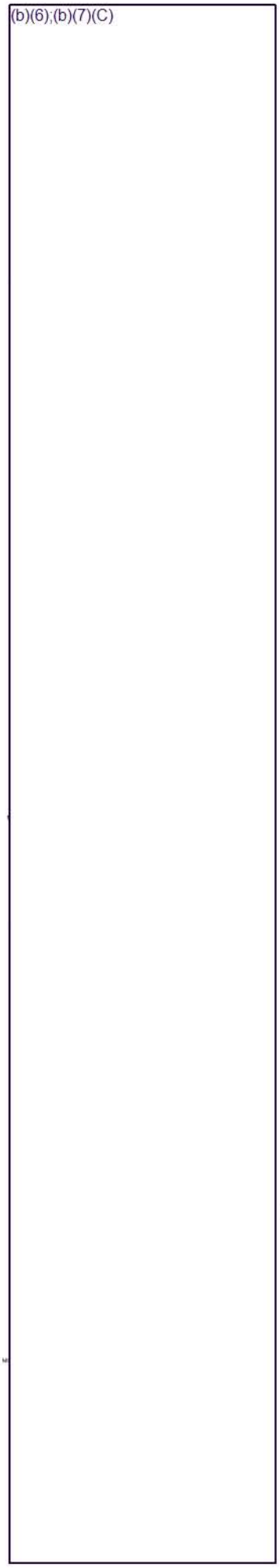
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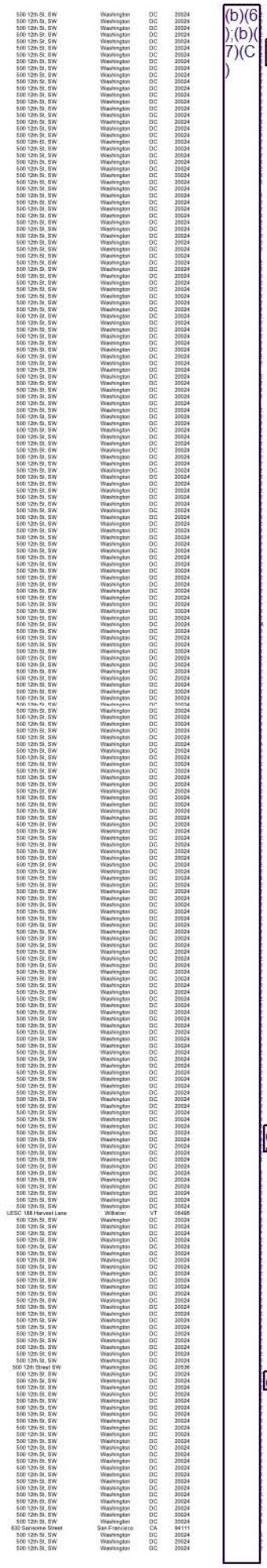


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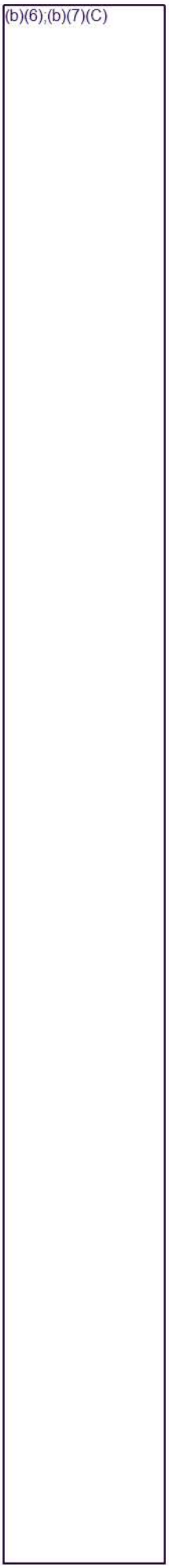


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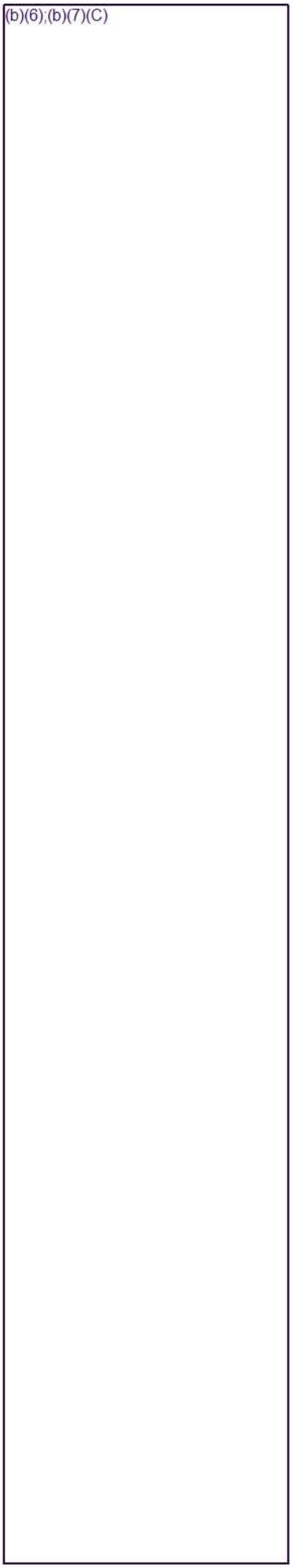

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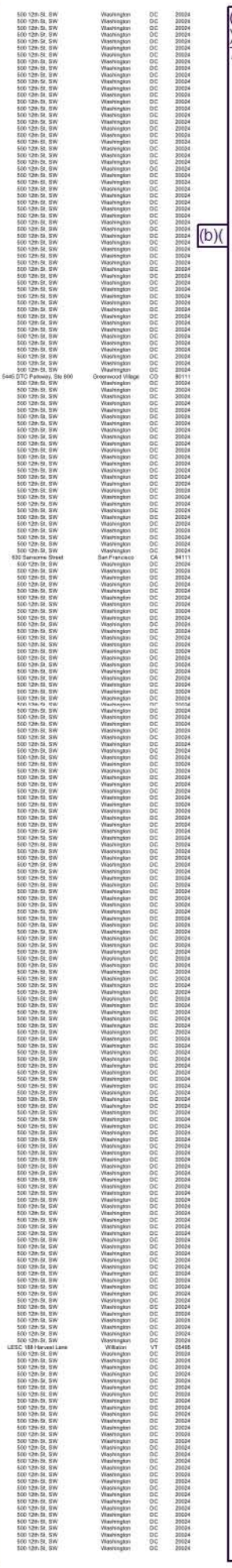

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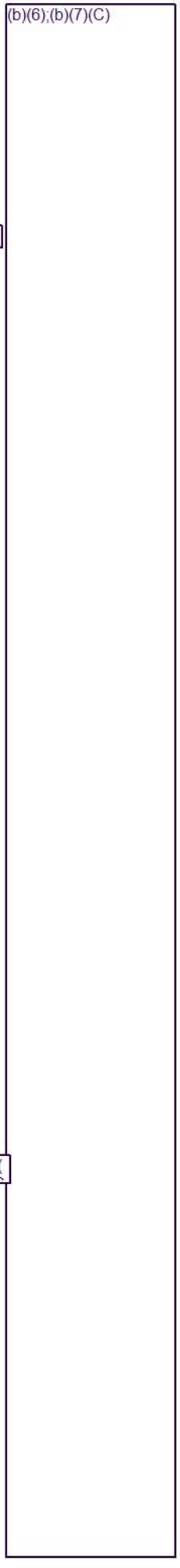
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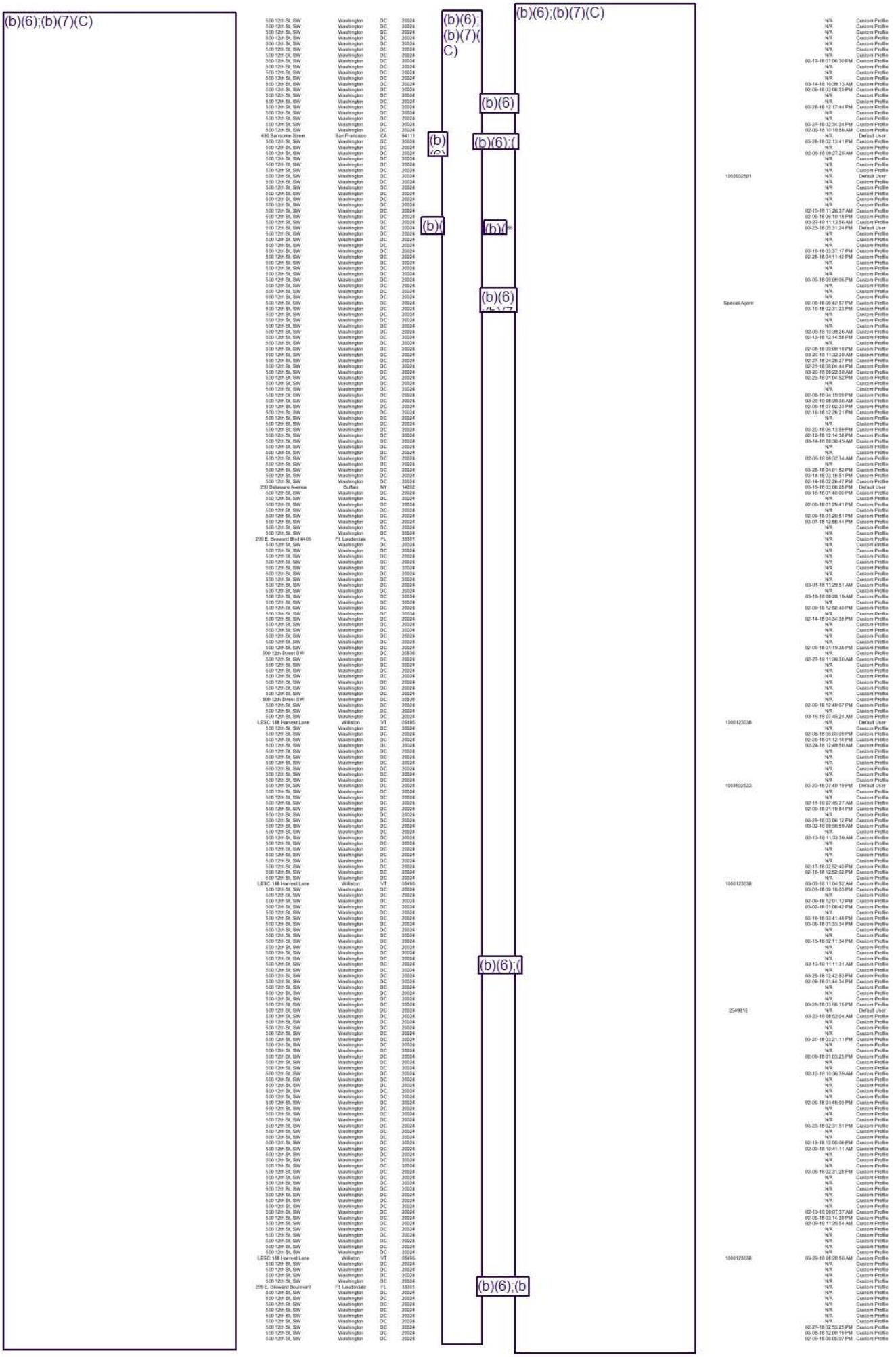

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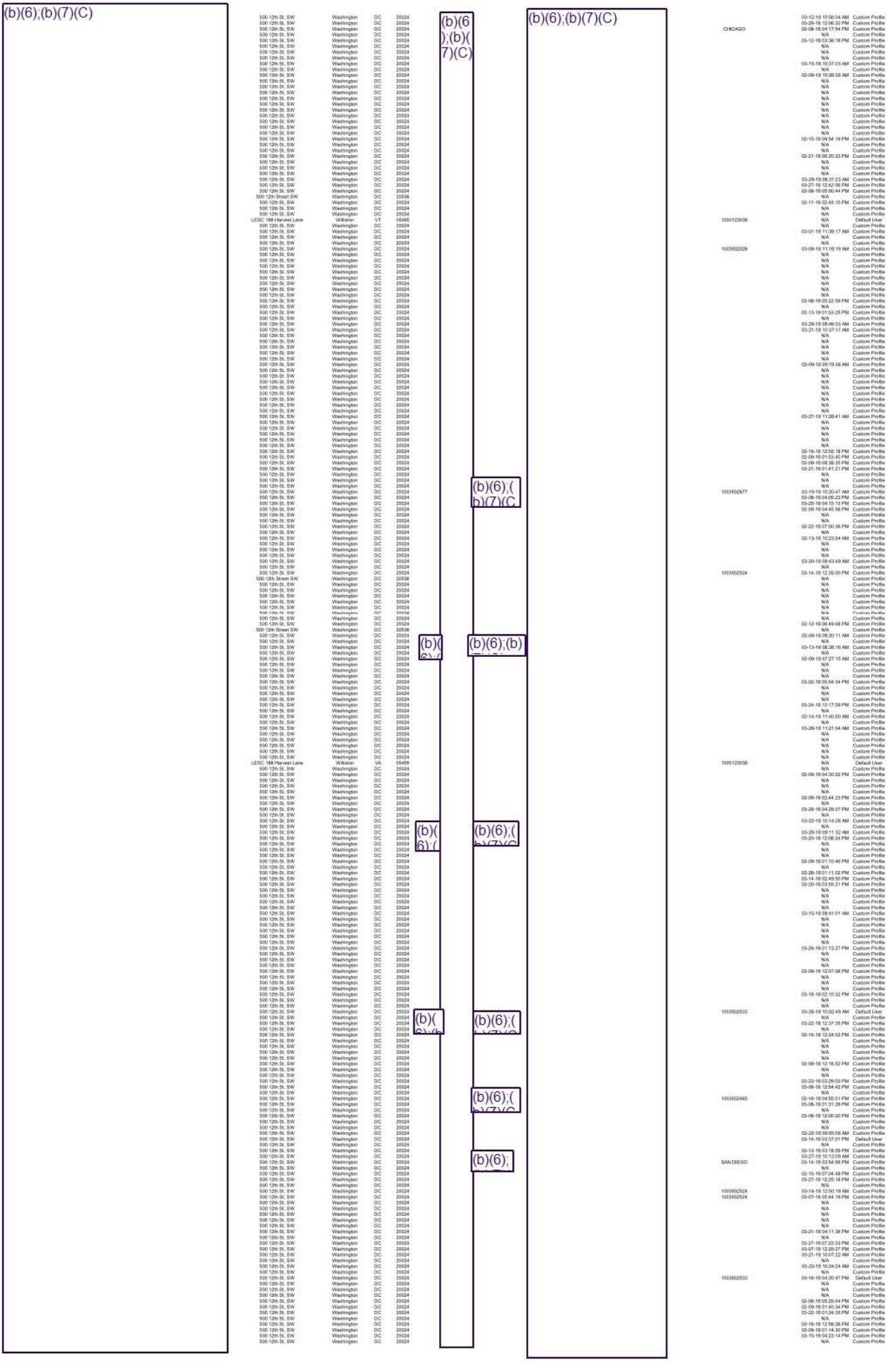

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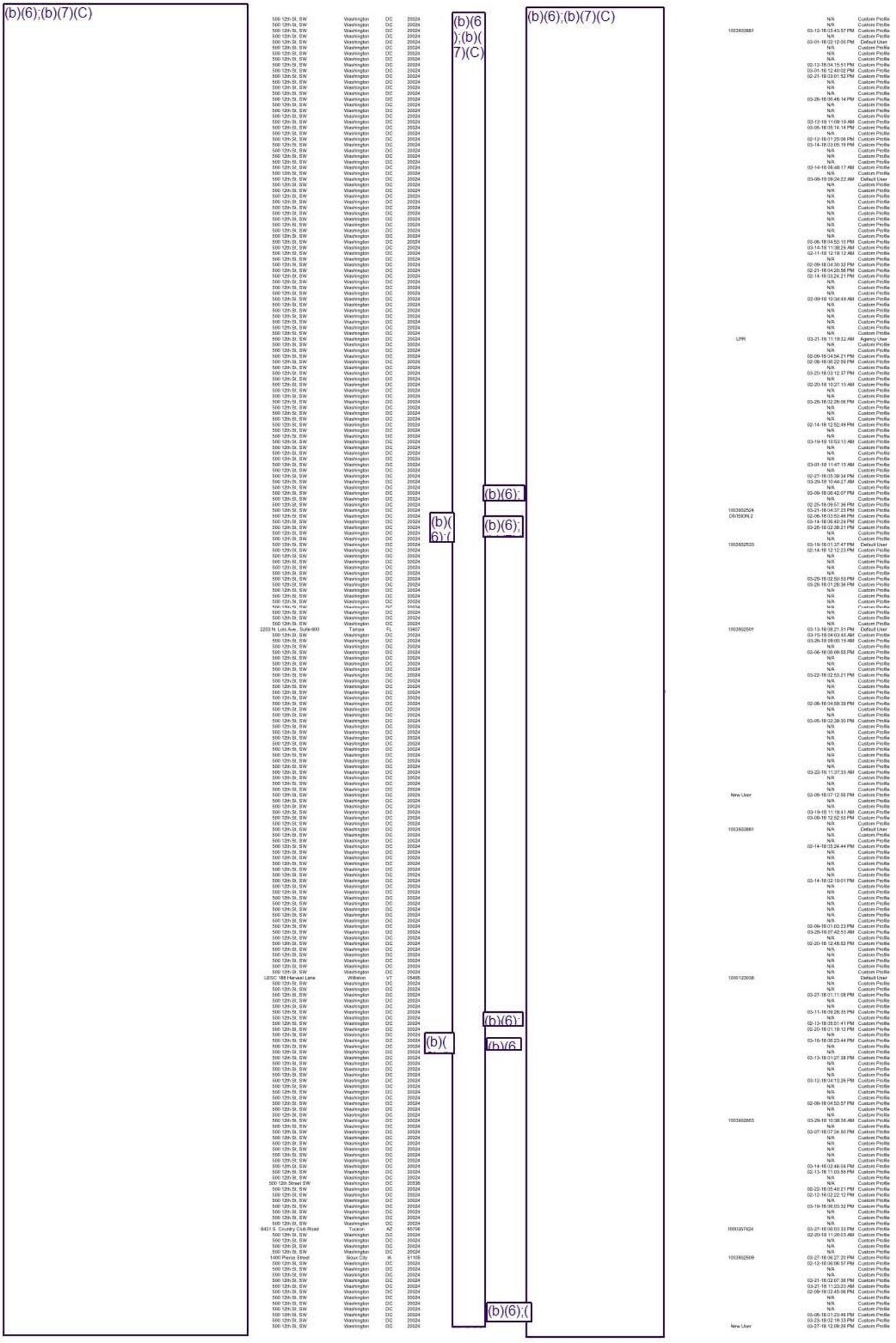

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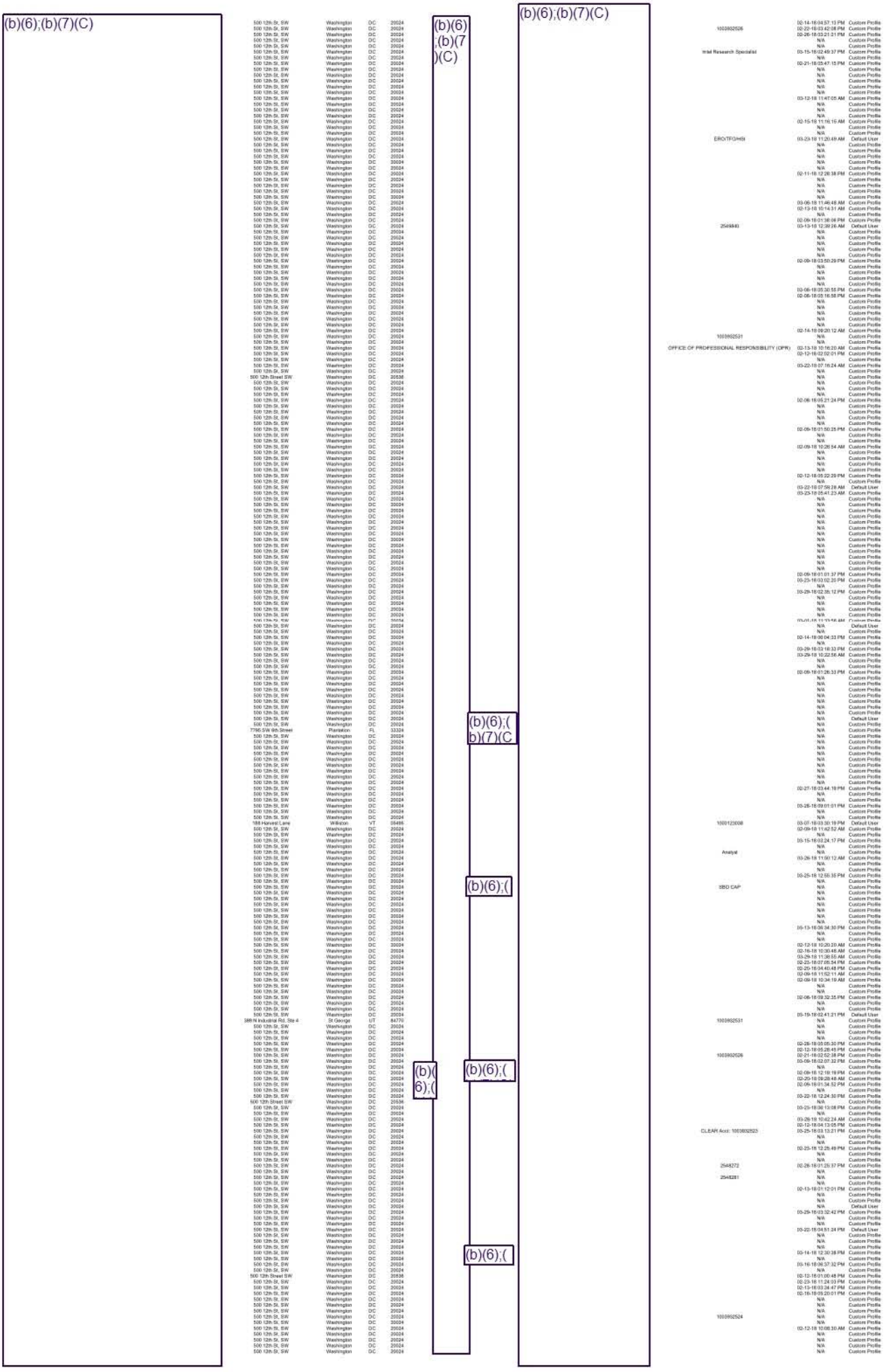

500 12th St, SW Washington DC 20024
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5445 DTC Parkway, Ste 800 Greenwood Village CO 80111
630 Sansome Street San Francisco CA 94111
LESC 188 Harvest Lane Williston VT 05495

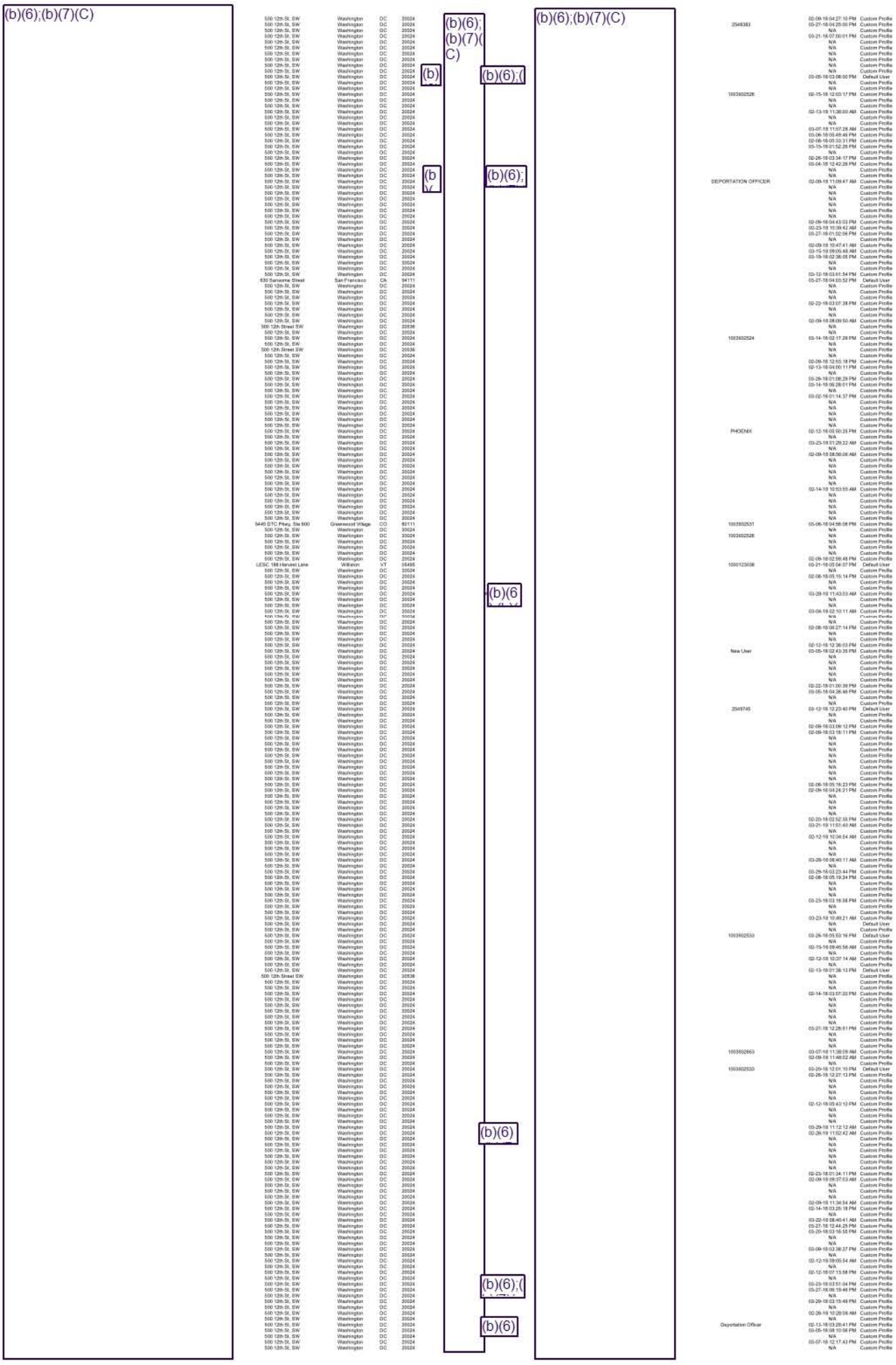

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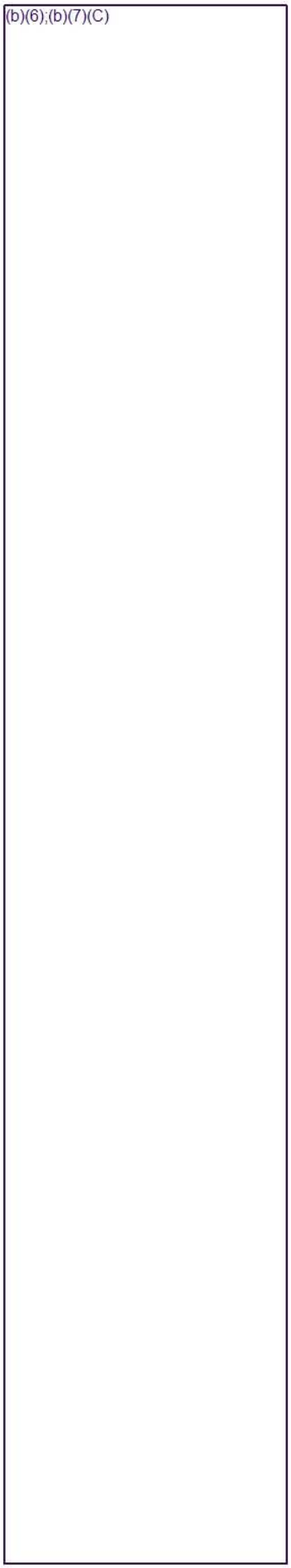

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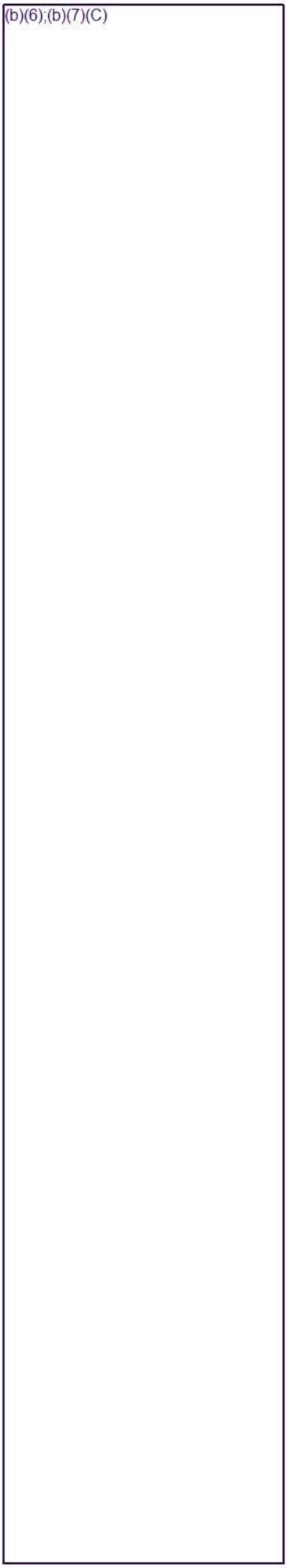

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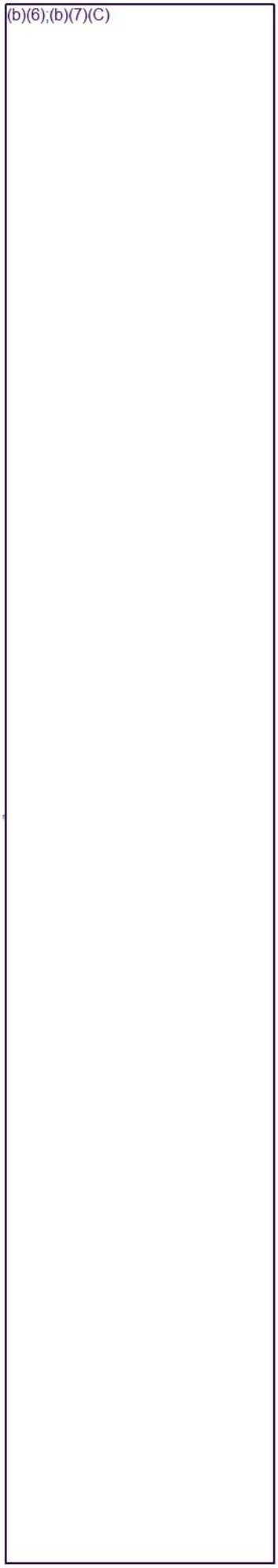

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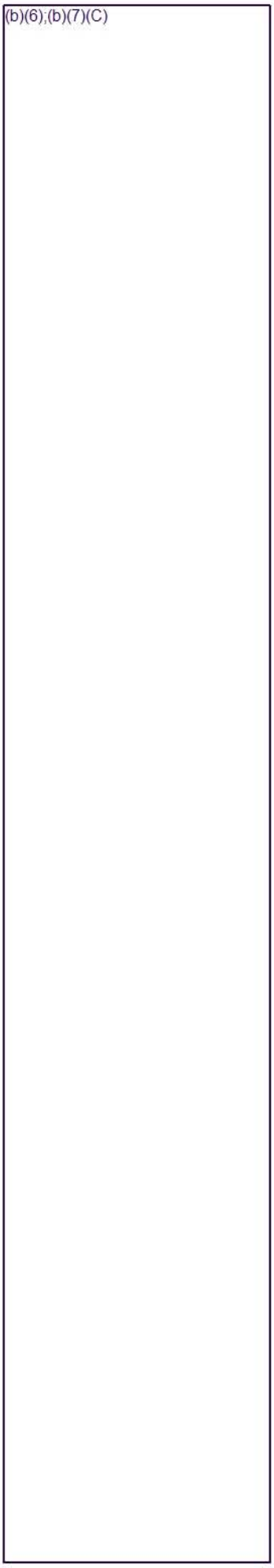
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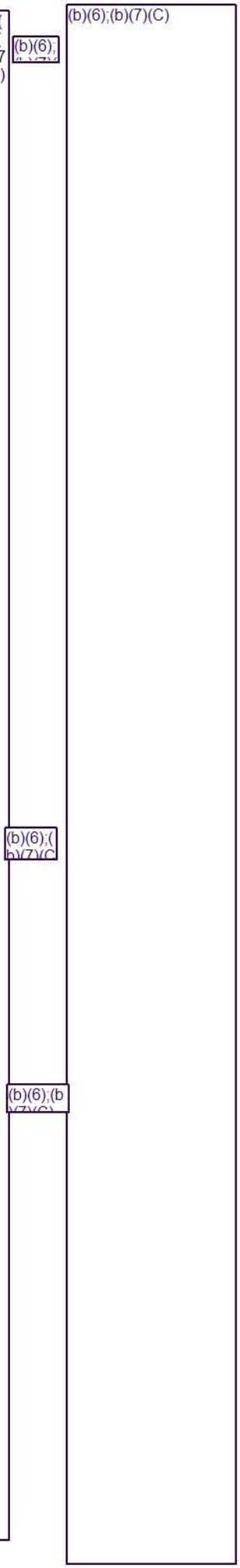
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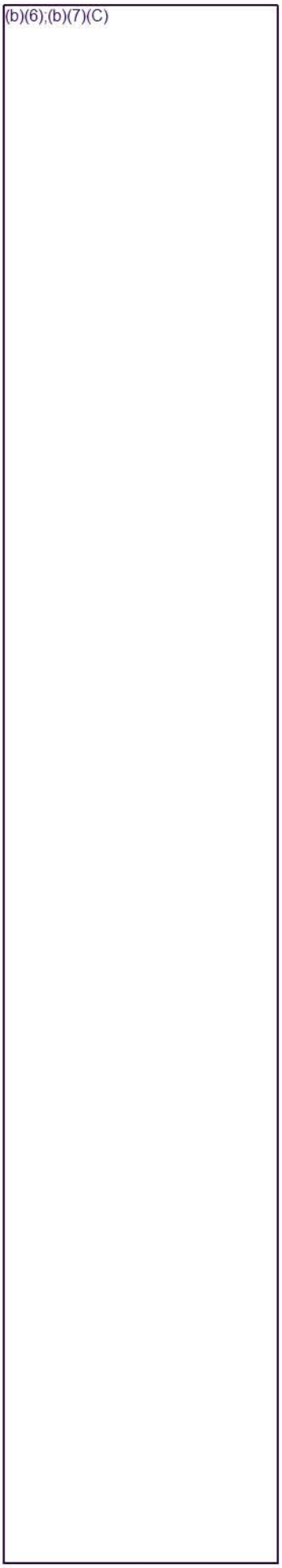


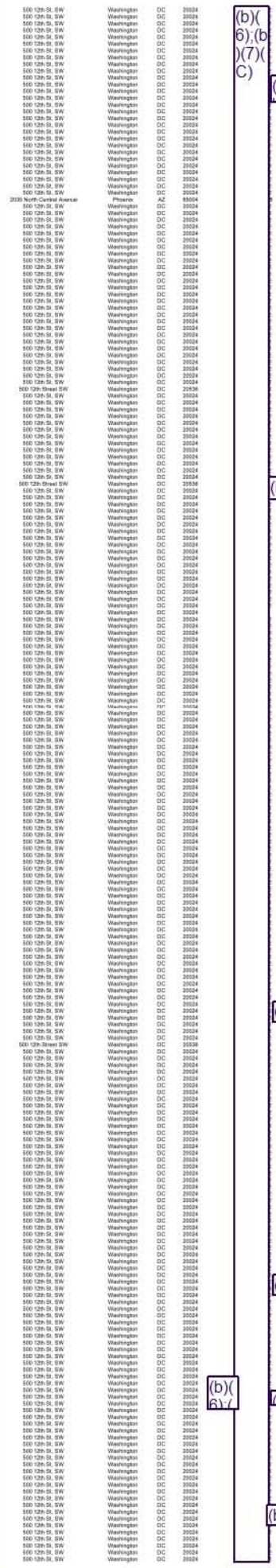
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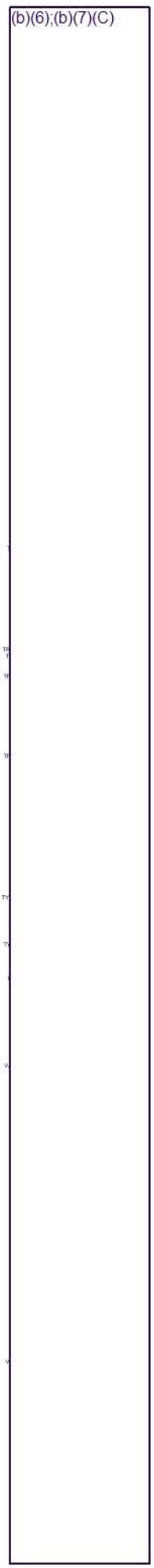

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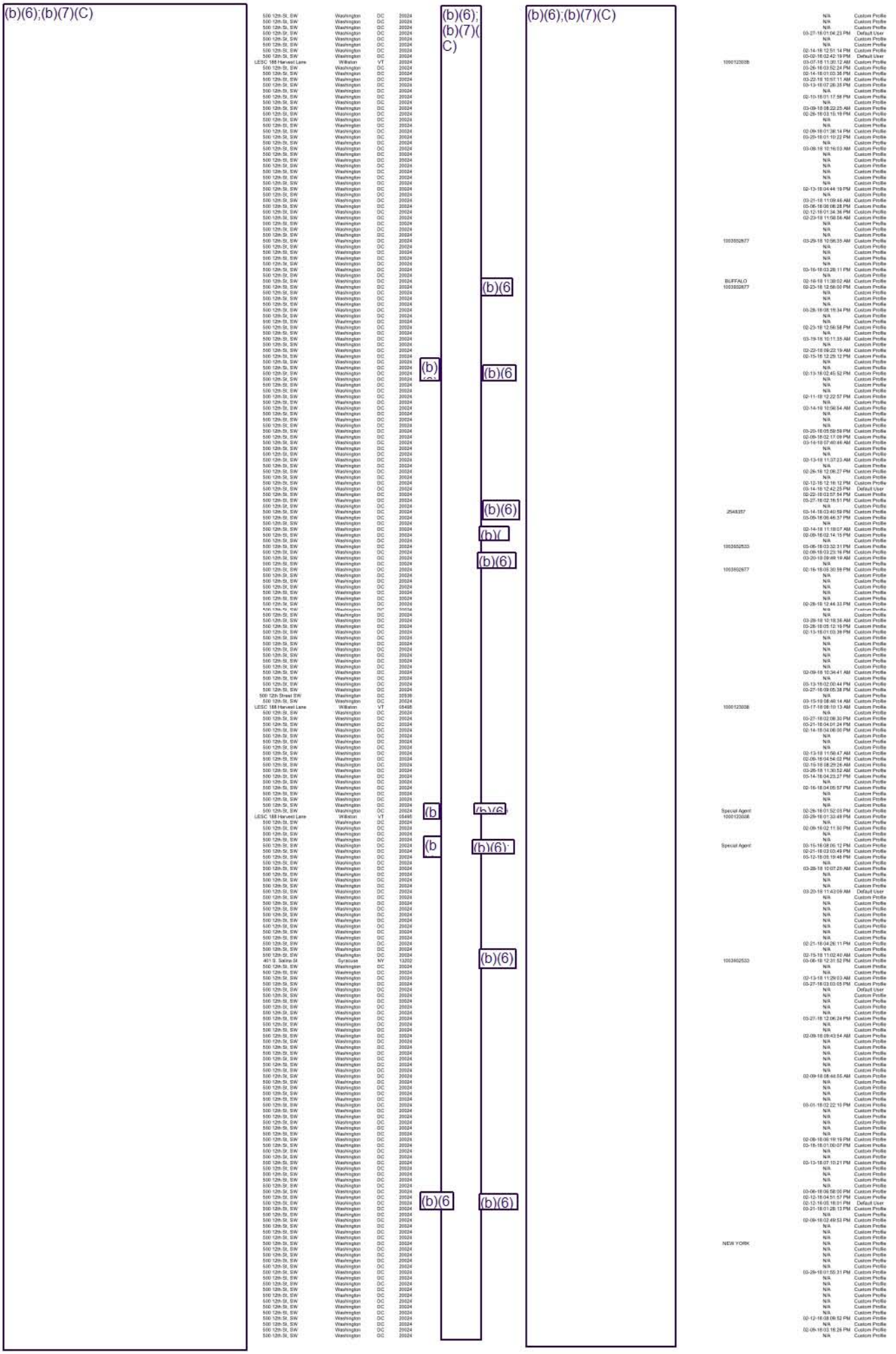

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500 12th St. SW Washington DC 20024
2035 North Central Avenue Phoenix AZ 85004
500 12th Street SW Washington DC 20536


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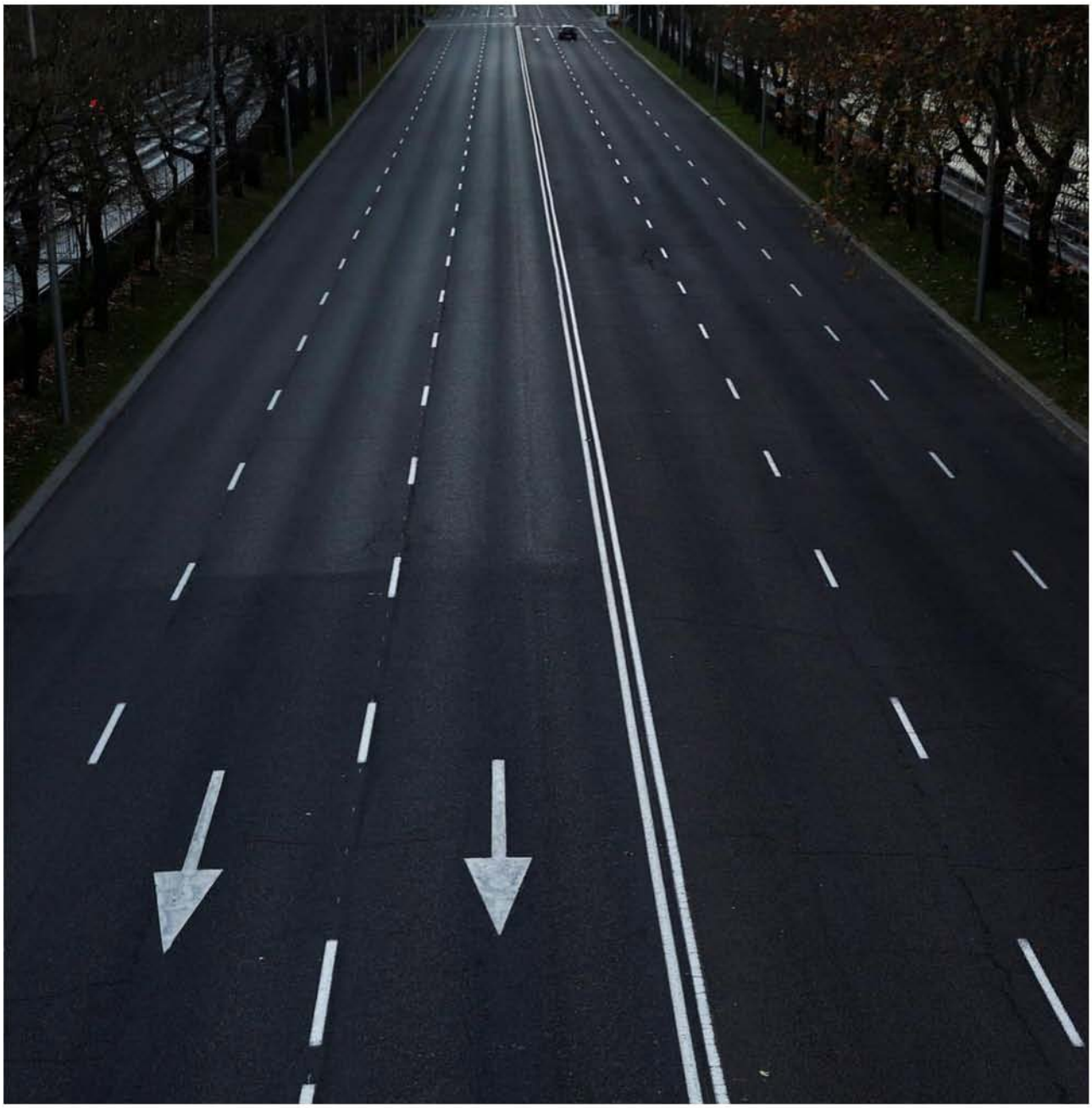
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THOMSON REUTERS

INFORMATION SECURITY RISK MANAGEMENT

Overview of program and practices

THOMSON REUTERS

INFORMATION SECURITY RISK MANAGEMENT

Thomson Reuters has a long history of providing reliable and trustworthy information to our customers. We maintain this reputation through a variety of means which are supported by a comprehensive information security and risk management program focused on a risk-based approach to data protection, and availability of applications and infrastructure. Thomson Reuters' information security and risk management practices are established upon an information security framework which utilizes an information security management system to guide the implementation, operation and continuous improvement of policies, standards and practices which are applicable to our IT operations.

This document is meant to provide an overview of Thomson Reuters' approach to information security risk management by outlining services and procedures used to safeguard applications, infrastructure and operations. It provides the answer to questions our customers regularly ask in order to satisfy their legal, regulatory and business requirements. Product-specific questions should be directed to your Account Manager.

ORGANIZATION

Information Security Risk Management



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OUR COMMITMENT

Information Security Risk Management

Thomson Reuters is committed to its Information Security Risk Management program and our charter is approved by the Executive Committee. We have an extended team of certified security and privacy subject matter experts located globally and dedicated to the security of Thomson Reuters' products and services.

Our strategy is to use a risk-based approach to address our compliance requirements. In this way we ensure alignment with business priorities and customer need. This is achieved through the application of policies, standards and supporting security controls at a level appropriate to the service being provided. Additionally, our strategy ensures appropriate security controls are communicated to application owners and technology teams across the business to support the secure development of products and a secure operating environment. This is all done to mitigate threats to the confidentiality, integrity and availability of sensitive customer data which we store, process or transmit.

Thomson Reuters employs individuals who are trained to identify issues and resolve them as quickly as possible with minimal impact on its customers. Our involvement in industry and government forums and groups is also a demonstration of our proactive approach to understanding and mitigating the threats we encounter in the course of providing robust applications and services to our customers.

Our Employees

All Thomson Reuters employees are subject to a Code of Business Conduct and Ethics. The Code sets forth the laws, rules and standards of conduct that apply to our employees in all the countries where we do business. The Code is founded on our Trust Principles of integrity, independence and freedom from bias and all employees are required to acknowledge their consent to abide by its terms. We enforce this Code against employees and have and will discipline employees, where appropriate, up to and including dismissal.

Thomson Reuters will at times use contract employment agencies which are required to ensure their employees sign the Code of Business Conduct and Ethics, a non-disclosure agreement which specifies and extends client confidential requirements and an approved contract.

OUR APPROACH

Information Security Policies and Standards

We manage a set of information security policies and standards which outline information security and risk management principles that are applied to our people, process and technology practices for deploying information systems.

Additionally, in an ongoing practice focused on continuous improvement we review and adapt our policies and standards to address the many aspects of our products and services, evolving threats, regulatory changes and our customers' requirements for information security.

Our information security policies and standards are aligned to an international standard to provide assurance globally of practices that ensure the confidentiality, integrity and availability of our products and services.

Further demonstrating our commitment to a secure operating environment is our ongoing certification program focused on our strategic data centers using the ISO 27001 standard.

Product Assurance

Standards are integral in the development of our products. Product development teams regularly consult with information security subject matter experts in an effort to build security into their applications and services.

In addition, Thomson Reuters' Information Security Risk Management team supports a comprehensive application security testing capability which includes services to perform static and dynamic application security testing and third-party penetration testing. This program also provides training and resources for development staff in the area of secure design and coding, testing, and implementation of their applications.

Finally, Thomson Reuters' product teams will engage with independent third parties to perform assessments on select products, primarily in the category of SOC2 audits (previously referred to as SAS 70 Type II audits).

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Infrastructure Security
Our products and services are offered through public and private networks. There are tiered controls, including the use of network segmentation, to ensure the appropriate level of protection to systems and data.

Virus Protection
All Thomson Reuters owned and supported operating systems which are hosted in our data centers or deployed to customer sites are required to be configured with Thomson Reuters' antivirus solution for compliance with our policies and standards. This excludes operating systems that are not managed by Thomson Reuters. For more information about Thomson Reuters' managed and non-managed products, please contact your Account Manager.

Patch Management
We gather and review security threat intelligence from our vendors and other third party security organizations. The patch management standard provides appropriate patching practices to technology teams for deploying security patches. At times, additional security controls may be implemented to provide mitigation against known threats.

Security Monitoring
Automated and systemic security logging and monitoring of the operating environment is ongoing for the purpose of real-time awareness, event correlation and incident response.

Incident Response
An ITIL based incident response process exists to address incidents as they are identified. Incidents are managed by a dedicated incident response team which follows a documented procedure for mitigation and communications.

Device Lockdown
Standard security builds are deployed across our infrastructure. Our server builds are based on industry practices for secure configuration management.

System Monitoring
Monitoring of systems, services and operations are implemented to ensure the health of the operating environment on which our applications run. Management tools are implemented to monitor and maintain an appropriately scaled and highly available environment.

Vulnerability Scanning
Thomson Reuters' Information Security Risk Management team supports a vulnerability scanning and policy compliance service which can be utilized by product and technology teams for internal or external vulnerability scanning and configuration compliance. Internet-facing sites on our global network are periodically scanned as a practice in our program focused on vulnerability management.

Risk Assessment Methodology
Thomson Reuters' product and technology teams engage information security subject matter experts regularly to provide risk assessments services. Architecture reviews, vulnerability scans, application security testing and technical compliance reviews are several of the services performed during risk assessment activities.

Following risk assessment activities Thomson Reuters' Information Security Risk Management team consults with product and technology teams to develop remediation plans and roadmaps to address gaps in compliance, or areas of identified risk.

Additionally, our internally-focused Compliance team performs audits against policies, standards and regulatory requirements, and registers findings for review and remediation initiatives within the business.

Physical Security
All strategic data centers are managed to the standards within Thomson Reuters' Corporate Security Policy guidelines based on best practices in the industry. Thomson Reuters' guidelines include requirements for physical security, building maintenance, fire suppression, air conditioning, UPS with generator back-up, and access to diverse power and communications. Thomson Reuters' policy requires that each and every facility be subject to an audit every 2 years which is measured by a grading system that determines the recovery level of the site. At such times an evacuation test is also performed.

A variety of secure methods are used to control access to Thomson Reuters' facilities. Depending on the sensitivity of the facility, these methods may include some or all of the following: the use of security staff, ID cards, electronic access control incorporating proximity card readers, pin numbers or biometric devices.

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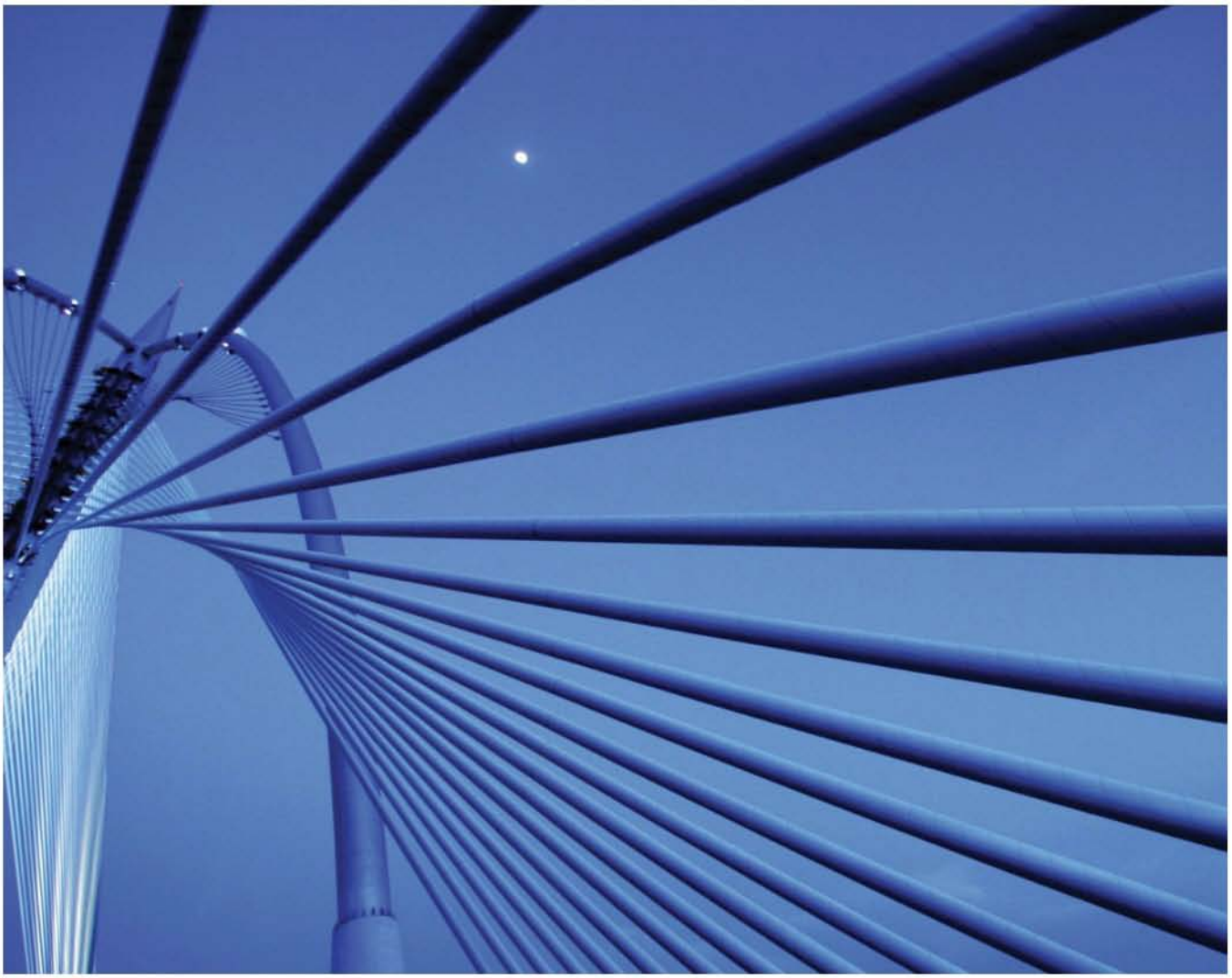
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REUTERS PICTURES

THOMSON REUTERS ISO 9001 AND ISO 27001 CUSTOMER STATEMENT

THOMSON REUTERS™

THOMSON REUTERS ISO 9001 AND ISO 27001

Thomson Reuters is serious about safeguarding the security and quality of all the proprietary and third party information that flows through our systems. Consistently delivering secure and accurate information services to customers is of paramount importance to us. To underline our commitment, we have established a global program for the certification of our major data centers and their product delivery systems against two industry-proven global standards: ISO 9001:2008 quality management systems and ISO 27001:2013 information security management systems.

Qualifying for these certifications has been a complex and challenging process, and we have been successful. We are confident that we have the right checks, controls, and protocols in place to protect our information and yours. The standards include ongoing monitoring and reviews that will identify and manage any new risks on the horizon.

WHY ISO CERTIFICATION

Since 1947, the International Organization for Standardization (ISO) has been defining and setting global commercial and industrial standards. While probably best known for ISO 9001, the worldwide de facto standard for quality management systems in the most general sense, ISO is also a leader in information security management systems, the ISO 27001.

ISO 27001 is an international standard that sets out the requirements for managing and controlling information security within organizations. Since its first launch in late 2005, ISO 27001 has been rapidly adopted by leading corporate organizations as the de facto standard for information security. The standard is centered on three key information security tenets for maintaining information security: confidentiality, integrity and availability. Broken down into 14 control domains, ISO 27001 2013 revision contains 114 individual security requirements.

ISO 9001 is a well-established and internationally-recognized quality management standard that drives continuous process improvement through customer focus. The standard sets out a framework to organize operational processes more effectively and reduce the opportunity for errors.

When implemented together, the combined requirements of the ISO 9001 and ISO 27001 standards act in harmony, reinforcing the overall strength of the management system and associated control processes.

Key Benefits of the ISO certification to both Thomson Reuters and our customers include:

- Enhanced customer confidence through an independent certified commitment to information security and quality
- Alignment of process performance and business drivers to customer requirements
- A common quality and information security language that customers can understand and relate to
- A framework for embedding continuous quality and information security improvement discipline into the business
- Improved organizational communication through transparency of activities, functions and responsibilities
- Reduced risk by focusing on preventive rather than reactive processes

RISK-BASED DECISION MAKING

Providing the appropriate level of risk reduction for information assets is a key ISO 27001 requirement. Thomson Reuters operates a defined process for risk capture, impact assessment, management, and business escalation.

Risk management of security-related risks is captured and recorded in a corporate security risk register. The risk mitigation progress is tracked and, if necessary, escalated to the appropriate business owner for resolution or acceptance.

Risk assessment of information assets is carried out as part of the service life-cycle process and ongoing business risk review activities, to identify appropriate countermeasures for any new information security threats and vulnerabilities.

COMPLIANCE GOVERNANCE FRAMEWORK

Our senior management team ensures that the ISO certification program maintains and achieves its performance targets. They regularly review the effectiveness of the ISO management system as part of the normal performance review process.

ISO management review forum has been established to oversee and manage the operations of the ISO management system and ensure that ongoing compliance is maintained.

CONTINUOUS IMPROVEMENT

Gaining joint certification to ISO 27001 and ISO 9001 provides Thomson Reuters with a framework for continuous improvement using the 'Plan, Do, Check and Act' process lifecycle. This ensures that we continually monitor, review, and adjust the effectiveness of our operational processes that underpin our information security management and quality management systems (ISMS and QMS).

A program of internal audits and regular external surveillance audits ensures continued compliance with the standards.

INDEPENDENT OPERATIONAL PROCESS ASSURANCE

Thomson Reuters has established a global operational process framework based on industry accepted standards for managing the operation of its data centers, into which the requirements of ISO 27001 and ISO 9001 have been embedded. Consequently, the following processes are independently audited on a regular basis to ensure that compliance to the requirements of ISO standards is maintained:

Incident Management detects and manages the resolution of operational incidents (both security and non-security). All reported service-affecting incidents are logged, categorized for severity and impact, and communicated to the appropriate resolving groups for resolution and closure. Customer notifications are also issued in the event of service disruptions.

Problem Management carries out root cause analysis investigation of all high-severity incidents and recurring or systemic low impact service problems with the intent to identify and eliminate the root cause and thus reduce the likelihood of a similar future event.

Change Management plans, manages risk, facilitates approval, communicates, coordinates the implementation and validates all operational changes.

Release Management ensures that the implementation and deployment of new services is performed in accordance with corporate standards and best practice prior to operational service.

Business Continuity Management ensures the availability and integrity of services, systems, and information in the event of a disastrous loss of a data center or other key environmental facilities.

Capacity Management ensures that there is sufficient present and future service delivery capacity to meet the service-level support commitments associated with user volumes, resilience, response time or other significant requirements.

IT Asset Management ensures that the physical, financial, and contractual aspects of IT Assets (hardware and software) are actively managed throughout their operational lifecycle in order to optimize operational efficiency, cost, and risk.

WHO CARRIED OUT THE CERTIFICATION?

Thomson Reuters chose BSI Management Systems, (a division of the British Standards Institution) to carry out the certification. BSI's combination of international standing in the field and local presence across our major business centers around the world made it an ideal partner. Certification through BSI involves a two-step process that first seeks to confirm that the information security and quality management systems have been established in accordance with the standards. Next, a detailed audit of the controls and operational processes is carried out.

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THOMSON REUTERS™

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Friday, April 20, 2018 1:27:19 PM
Attachments: (b)(6);(b)(7)df

Come on, you don't really hate to ask.. :)

(b)(6);(b)(7)(C) / 92 Blue Toyota Tercel – report attached
/2001 GMC – a bunch of private/commercial scans, but NO LE scans this year at all

me

From: (b)(6);(b)(7)(C)
Sent: Friday, April 20, 2018 1:19 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Hi,

Hate to ask but…….. would you mind running 2 more?

(b)(6);(b)(7)(C) / 92 Blue Toyota Tercel
/2001 GMC

Thanks!!!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)

Sent: Thursday, April 19, 2018 1:50 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

No problem my friend.

From: (b)(6);(b)(7)(C)
Sent: Thursday, April 19, 2018 1:49 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Thank you

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, April 19, 2018 1:46 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Hi. No LE scans since January. Only the commercial ones.

From: (b)(6);(b)(7)(C)
Sent: Thursday, April 19, 2018 1:19 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hey, sorry to bother you again. Today must be the day for plate inquires….

Will you please run CA plate (b)(6);(b)(7)(

Thank you, thank you

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Homeland Security Investigations
Office: (714) 972-(b)(6);(b)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Monday, July 02, 2018 2:56:26 PM
Attachments: LEARN_Vehicle_Detection_Report_07-02-2018-17-53-14-937.pdf

---

Hi. Here ya go. I went back to Nov of 2017.

(b)(6

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6);(
cell (949) 279(b)(6);(
(b)(6);(b)(7)(C)

Submit a Tip or Lead at (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Monday, July 2, 2018 2:52 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(

When you have time will you please run the following plate for LEO scans???

(b)(6);(b)(7)(C) Black Acura

Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b

Fax: (714) 972-4141

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Tuesday, February 06, 2018 5:56:34 PM
Attachments: (b)(6);(b)(7)(C).pdf

Hi.

So, it would appear that the vehicle type based on the registration is a Nissan pick up. The LPR doesn't differentiate between license plate states, so after going thru about 25 hits, I think what i have is correct. I did find 2 recent scans that appear to be the correct vehicle and i attached the report. There are no others for that plate. Strangely enough, both scans are on the same day on Feb 1, go figure.

Hope you are well.

me

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-3971
cell (949) 279-9049
(b)(6);(b)(7)(C)

Submit a Tip or Lead at (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Tuesday, February 6, 2018 3:16 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(b)(7)(C)

Will you please run AZ plate (b)(6);(b)(7)(C) in NVLS?

Thanks

(b)(6),(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6),(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Thursday, January 04, 2018 10:30:31 AM
Attachments: (b)(6);(b)(

Hi.

That MT plate gets around. There are a lot of scans. I attached the report.

The other plate hasn't been scanned in about a year.

Hope this helps.

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6
cell (949) 279-(b)(6);(
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, January 4, 2018 10:18 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(b)(7)(C

When you have chance will you please run the following plates for me?

Montana License plate : (b)(6);(b)
Oregon License Plate (b)(6);(b)(7)(C)

Thank you

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Monday, June 11, 2018 12:37:35 PM
Attachments: LEARN_Vehicle_Detection_Report_06-11-18.pdf

Hi. I did this from my phone, so hopefully it worked properly. There were only 2 scans this year, so I attached the report. Not sure if you already have them or not.

(b)(6);(b)(7)(C)

On Jun 11, 2018 at 12:16, (b)(6);(b)(7)(C) wrote:

Hi (b)(6);(b)(7)(C)

Will you please run the following plate for me ASAP? An agent asked me like 3 weeks ago and I totally forgot……..

CA Plate (b)(6);(b)(7)(C)

Thank YOU!!!!!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)(7)(C)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Monday, June 04, 2018 3:58:33 PM
Attachments: LEARN_Vehicle_Detection_Report_06-04-18.pdf

Hi. Here ya go.

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)

Submit a Tip or Lead at (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Monday, June 4, 2018 3:53 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(

When you get a chance will you please run the following plate for me. Thanks!
(b)(6);(b)(7)(C)

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Thursday, April 19, 2018 10:25:20 AM
Attachments: (b)(6);(b)(pdf

hi.. sure.. here it is.. i went back to January.. :)

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, April 19, 2018 10:14 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(

When you get a chance will you please run the CA Plate (b)(6);(b)(7)(C 2004 Dodge Durango?

Thank you!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Thursday, March 29, 2018 3:53:10 PM
Attachments: LEARN_Vehicle_Detection_Report_03-29-18.pdf

---

hi.. here ya go.. i went back to January... there are a few..

me

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-3971
cell (949) 279-9049
(b)(6);(b)(7)(C) .ca.gov
(b)(6);(b)(7)(C) abraca.gov

Submit a Tip or Lead at: www.OCIAC.ca.gov

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From: (b)(6);(b)(7)(C)
Sent: Thursday, March 29, 2018 2:55 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi,

Would you mind running one more plate for me???

CA Plate# (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Monday, March 19, 2018 3:19:40 PM
Attachments: (b)(6);(b)(7)(C).pdf

---

here is this one..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6)
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Monday, March 19, 2018 3:08 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Would mind running one more???

CA plate (b)(6);(b)(7)(C)

Thank you ☺

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, March 19, 2018 2:11 PM
To: (b)(6);(b)(7)(C)
Subject: Re: NVLS

Sorry for the delay... here is the report..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6
cell (949) 279-(b)(6);(b
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Monday, March 19, 2018 1:37 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(,

We need to find a documented MS-13 gang member. He was last seen driving vehicle (b)(6);(b)(7)(C). I ran him through NVLS but I still only have access to commercial databases. Will you please run in ASAP through your NVLS please???

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Monday, March 19, 2018 2:10:45 PM
Attachments: (b)(6);(b).pdf

Sorry for the delay... here is the report..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(
cell (949) 279-(b)(6);(
(b)(6);(b)(7)(C)

Submit a Tip or Lead a(b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Monday, March 19, 2018 1:37 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(

We need to find a documented MS-13 gang member. He was last seen driving vehicle (b)(6);(b)(7)(C) I ran him through NVLS but I still only have access to commercial databases. Will you please run in ASAP through your NVLS please???

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Wednesday, March 07, 2018 6:04:13 PM
Attachments: (b)(6);(b) pdf

Hi there.. Sorry i didn't reply sooner.. I was sleeping after my graveyard shift when you emailed me..

I attached the LPR report.. 1 LE scan that i could find..

hope you are well..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6)
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, March 7, 2018 10:41 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);,

Will you please run AZ plate (b)(6);(b)(7)(C). I am only able to pull from commercial databases for now.

Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations

Office: (714) 972-(b)(6);(7)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Thursday, February 15, 2018 9:50:34 AM
Attachments: (b)(6);(7 (2).pdf

Hi there..

Well, i am glad you have access, but i am also glad you still need me once in a while :))))

i attached the report that has the LE scans in it..

Hope things are good with you..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6
cell (949) 279-(b)(6
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(F)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 9:35 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);
(b)(7)(

I finally have access to NVLS! But only the commercial system and we are trying to locate a subject of a CP investigation so we can execute an arrest warrant. Would you mind running the following plate for me?

(b)(6);(b)(7)(C)

Thank you!!!!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Monday, July 09, 2018 1:39:54 PM
Attachments: (b)(6);(b)(RPT.pdf

Hi. I actually had to work on the 4th in the evening. :(Such is my life.

So, over the past 3 weeks or so, the car has been scanned almost every day at a fixed reader on Harbor Blvd North of Hazard. I only attached a few of those, plus the other LE scan this year. If you want them all, i can try to save it in multiple docs because the files are too big. Just let me know.

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Monday, July 9, 2018 1:25 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);

I hope you had a great 4th of July! I have been off work since last Tuesday and it was not easy coming in today.....

When you can will you please run the following plate for me? CA license plate number – (b)(6);(b)(7)(

Thanks and I hope all is well

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Narcotics and Gang Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Tuesday, May 10, 2016 1:14:22 PM
Attachments: LEARN_Vehicle_Detection_Report_05-10-16.pdf

Hi.
Why sorry? No need to be. We all have work to do. I am here for ya. :)
Report for (b)(6);(b)(7)(attached. Nothing on the other plate in the last 2 years.

(b)(6);(
(b)(6);(b)(7)(C)
Detective
Orange County Intelligence Assessment Center
La Habra Police Department
Desk: 714-289-(b)(6);
Cell: 949-279-(b)(6);(
Email: (b)(6);(b)(7)(C)
Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)]
Sent: Tuesday, May 10, 2016 12:28 PM
To: (b)(6);(b)(7)(C)
Subject: FW: NVLS

Hi (b)(6);(
I am sorry but would you please run the following plates for me……

(b)(6);(b)(7)(C)

Thanks

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Friday, May 06, 2016 1:26:51 PM
Attachments: LEARN_Vehicle_Detection_Report_05-06-16.pdf

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hi.
I went back to January. Report attached.
Maybe ill come by your shop someday and we can grab lunch? Probably the only way ill ever see you again :)

(b)(6);(b)(7)(C)
Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6);(
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Friday, May 06, 2016 1:15 PM
To: (b)(6);(b)(7)(C)
Subject: FW: NVLS

Hi (b)(6);
When you get a chance would you please run the following plate for me?
2005 Chevy Tahoe License plate number (b)(6);(b)(7)(C)
Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-(b)(6);(b
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Thursday, April 28, 2016 4:14:55 PM
Attachments: LEARN_Vehicle_Detection_Report_04-28-16 (2).pdf

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report 3 of 3...

(b)(6);(b)(7)(C)
Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(
cell (949) 279-(b)(6)
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, April 28, 2016 4:04 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Hey (b)(6), Could you run the plate again and go back as far as January of this year?

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)

Sent: Thursday, April 28, 2016 9:07 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

yup.. there are quite a few recent private scans.. I only went back to the end of last month.. if you want me to go back further, just let me know.. report attached..

(b)(6);(b)(7)(C)
Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6);(
cell (949) 279-(b)(6)
(b)(6);(b)(7)(C)
Submit a Tip or Lead at: (b)(7)(E)

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From (b)(6);(b)(7)(C)
Sent: Thursday, April 28, 2016 9:00 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);
When you get a chance will you please run the following vehicle for me?
CA plate (b)(6);(b)(7)(C)
Thank you!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)(7)(C)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Thursday, April 28, 2016 4:14:05 PM
Attachments: LEARN_Vehicle_Detection_Report_04-28-16 (1).pdf

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report 2 of 3..

(b)(6);(b)(7)(C)
Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279(b)(6);(
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, April 28, 2016 4:04 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Hey (b)(6), Could you run the plate again and go back as far as January of this year?

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)

Sent: Thursday, April 28, 2016 9:07 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

yup.. there are quite a few recent private scans.. I only went back to the end of last month.. if you want me to go back further, just let me know.. report attached..

(b)(6);(b)(7)(C)
Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6);
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)

Submit a Tip or Lead at (b)(7)(E)
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From: (b)(6);(b)(7)(C)
Sent: Thursday, April 28, 2016 9:00 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);
When you get a chance will you please run the following vehicle for me?
CA plate (b)(6);(b)(7)(C
Thank you!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Thursday, April 28, 2016 9:06:52 AM
Attachments: LEARN_Vehicle_Detection_Report_04-28-16.pdf

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yup.. there are quite a few recent private scans.. I only went back to the end of last month.. if you want me to go back further, just let me know.. report attached..

(b)(6);(b)(7)(C)
Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)
Submit a Tip or Lead at: www.OCIAC.ca.gov

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From: (b)(6);(b)(7)(C)
Sent: Thursday, April 28, 2016 9:00 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);
When you get a chance will you please run the following vehicle for me?
CA plate (b)(6);(b)(7)(
Thank you!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Tuesday, October 17, 2017 10:22:12 AM
Attachments: (b)(6);(b)(7)(C).pdf

Hiya.. here ya go.. I went back to the beginning of July..

hope things are good..

From: (b)(6);(b)(7)(C)
Sent: Tuesday, October 17, 2017 10:16 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);

When you have time will you please run the following plate for me.

2017 Kia – license plate # (b)(6);(b)(7)(C)

Thank you!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(C)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Wednesday, October 25, 2017 6:05:15 PM
Attachments: LEARN_Vehicle_Detection_Report_10-25-17.pdf

hi..

well, i have avoided the heat by being inside for mandatory training for our new CAD system all week.. so, when you add up that i worked last thu thru sun, then mon thru tomorrow for training, then fri and sat for regular work again, i am DONE to say the least..

ok, i will stop whining..

i attached the report.. there are a LOT of scans, most of them from fashion island security.. he spends alot of time parked there.. but there are a few others that might be beneficial...

hope you are well..

me

(b)(6);(b)(7)(C), Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)

Submit a Tip or Lead at:

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, October 25, 2017 1:30 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6),

I hope you are staying cool in this heat wave. When you have time will you please run CA license plate (b)(6);(b)(7)(

Thank you!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Wednesday, May 17, 2017 4:27:48 PM
Attachments: (b)(6);(b)(7)(C) pdf
pdf

---

hi.. here ya go..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6);(
cell (949) 279-(b)(6);(
(b)(6);(b)(7)(C)
Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 17, 2017 4:19 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

When you have a chance will you please run NVLS reports for the following plates:

(b)(6);(b)(7)(C)
)

Thanks ☺

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Thursday, October 05, 2017 8:52:14 AM

---

and here is his last DL photo from Texas...

(b)(6);(b)(7)(C), Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6)
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, October 5, 2017 8:06:32 AM
To: (b)(6);(b)(7)(C)
Subject: Re: NVLS

ok,, well, i wasn't too sure.. here is who that is:

(b)(6);(b)(7)(C)
MW, 603/180/GRY/BRN
TX DL # (b)(6);(b)(7)(C)
CA Index # X0892313 (index numbers dont have identifying info associated with them, including photos)
(b)(7)(E)
SSN (b)(6);(b)(7)(C)

I attached his TLO public records check report.. he is below the radar right now as far as i can tell.. at least, as far as stuff on paper.. he has priors for dope including some federal BOP time..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, October 5, 2017 7:54 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Absolutely!!!

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Thursday, Oct 05, 2017, 7:45 AM
To: (b)(6);(b)(7)(C)
Subject: Re: NVLS

this photo is a bit dated,, do you think this could be the same guy?

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, October 4, 2017 4:36 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Thanks!

This is what I know. He goes by the moniker (b)(6);(b)(7)(. I believe his name is (b)(6);(b)(7)(C) approximate age mid to late 60's if not older. He is married to (b)(6);(b)(7)(C) DOB is (b)(6);(b)(7)(and her CDL is (b)(6);(b)(7)(C) His address is (b)(6);(b)(7)(C) Bellfower and his Facebook page is (b)(6);(b)(7)(C) His Facebook page doesn't show much, but his daughters page ((b)(6);(b)(has a recent photo of the two of them dated Sept 23, 2017. (b)(7)(E) (b)(7)(E) CA plate (b)(6);(b)(7)(rgistered to his daughter (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, October 04, 2017 2:54 PM
To: (b)(6);(b)(7)(C)
Subject: Re: NVLS

hi.. here ya go.. report attached.. there are a LOT of scans, almost all of them from fixed readers in the IE. I included a few to give you an idea, as well as 1 or 2 from when it looks like

the vehicle is parked.

i will gladly give the attempt to ID a shot.. send me whatever you have or want to send.. :)

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6);
cell (949) 279-(b)(6)
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, October 4, 2017 10:19 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(

When you have a chance will you please run CA plate (b)(6);(b)(7)(through NVLS?

Hope all is well!

Thanks!

On a side note, I have tried, unsuccessfully, to identify a Nomad with the Vagos. Would you be able to help??

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141

(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Thursday, October 05, 2017 8:08:49 AM
Attachments: (b)(6);(b)(7)- BELLFLOWER - CA - People - 2017-10-05.pdf

---

ok,, well, i wasn't too sure.. here is who that is:

(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

TX DL #(b)(6);(b)(7)(C)

CA Index #(b)(6);(b)(7)(C) (index numbers dont have identifying info associated with them, including photos)

(b)(7)(E)

SSN (b)(6);(b)(7)(C)

I attached his TLO public records check report.. he is below the radar right now as far as i can tell.. at least, as far as stuff on paper.. he has priors for dope including some federal BOP time..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6);
cell (949) 279-(b)(6
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, October 5, 2017 7:54 AM
To: (b)(6);(b)(7)(C)

Subject: RE: NVLS

Absolutely!!!

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Thursday, Oct 05, 2017, 7:45 AM
To: (b)(6);(b)(7)(C)
Subject: Re: NVLS

this photo is a bit dated,, do you think this could be the same guy?

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6);
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, October 4, 2017 4:36 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Thanks!

This is what I know. He goes by the moniker (b)(6);(b)(7)(C) I believe his name is (b)(6);(b)(7)(C) approximate age mid to late 60's if not older. He is married to (b)(6);(b)(7)(C) DOB is (b)(6);(b)(7) and her CDL is (b)(6);(b)(7)(C) His address is (b)(6);(b)(7)(C), Bellfower and his Facebook page is (b)(6);(b)(7)(C). His Facebook page doesn't show much, but his daughters page ((b)(6);(b)() has a recent photo of the two of them dated Sept 23, 2017. (b)(7)(E) (b)(7)(E), CA plate (b)(6);(b)(7)(rgistered to his

daughter (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)(7)(C)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, October 04, 2017 2:54 PM
To: (b)(6);(b)(7)(C)
Subject: Re: NVLS

hi.. here ya go.. report attached.. there are a LOT of scans, almost all of them from fixed readers in the IE. I included a few to give you an idea, as well as 1 or 2 from when it looks like the vehicle is parked.

i will gladly give the attempt to ID a shot.. send me whatever you have or want to send.. :)

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6);
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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civil rights, and civil liberties in the collection, use, analysis, retention, destruction, sharing and disclosure of information.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, October 4, 2017 10:19 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6),

When you have a chance will you please run CA plate (b)(6);(b)(7)(through NVLS?

Hope all is well!

Thanks!

On a side note, I have tried, unsuccessfully, to identify a Nomad with the Vagos. Would you be able to help??

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Wednesday, October 04, 2017 2:54:13 PM
Attachments: (b)(6);(b) .pdf

hi.. here ya go.. report attached.. there are a LOT of scans, almost all of them from fixed readers in the IE. I included a few to give you an idea, as well as 1 or 2 from when it looks like the vehicle is parked.

i will gladly give the attempt to ID a shot.. send me whatever you have or want to send.. :)

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Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6)
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, October 4, 2017 10:19 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(

When you have a chance will you please run CA plate (b)(6);(b)(7)(through NVLS?

Hope all is well!

Thanks!

On a side note, I have tried, unsuccessfully, to identify a Nomad with the Vagos. Would you be able to help??

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Tuesday, June 13, 2017 2:25:32 PM
Attachments: (b)(6);(7 .pdf

Oh, I can only imagine... where are you guys goin?

the scan report is attached.. the only one this year.. the last one was in 2015..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(
cell (949) 279-(b)(6
(b)(6);(b)(7)(C)
Submit a Tip or Lead at: (b)(7)(E)
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From: (b)(6);(b)(7)(C)
Sent: Tuesday, June 13, 2017 2:21 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Thanks (b)(6);(b)(7)(All is well here. I will be going on vacation tomorrow and this day can't end fast enough!

I have one more plate for you when you have a chance. CA plate (b)(6);(b)(7)

Thanks much!!!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Tuesday, June 13, 2017 2:16 PM
To: (b)(6);(b)(7)(C)
Subject: Re: NVLS

Hello my friend. I am doin ok. Hope stuff is good with you. The report for this plate is attached.

(b)(6);(b)(7)(C)
Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6);
cell (949) 279-(b)(6);(
(b)(6);(b)(7)(C)
Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Tuesday, June 13, 2017 12:36 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(
I hope all is well. Will you please run the following plate in NVLS?
(b)(6);(b)(7)(C)
Thanks!
(b)(6);(b)(7)(C)
Intelligence Research Specialist

Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)(7)(C)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Tuesday, June 13, 2017 2:16:15 PM
Attachments: (b)(6);(b) pdf

Hello my friend. I am doin ok. Hope stuff is good with you. The report for this plate is attached.

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: www.OCIAC.ca.gov

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From: (b)(6);(b)(7)(C)
Sent: Tuesday, June 13, 2017 12:36 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(

I hope all is well. Will you please run the following plate in NVLS?

CA (b)(6);(b)(7)(C)

Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Wednesday, May 24, 2017 2:24:37 PM
Attachments: LEARN_Vehicle_Detection_Report_05-24-17.pdf

hi. only a few to report.. here you go..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)
Submit a Tip or Lead at (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 24, 2017 2:14 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

(b)(6);(
b)(7)(C

We have a fugitive that we are trying to locate. We have an arrest warrant. Will you please run CA plate (b)(6);(b)(7)(ASAP?
Please and thank you☺

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Tuesday, May 23, 2017 9:28:40 AM
Attachments: LEARN_Vehicle_Detection_Report_05-23-17.pdf

---

and here is this one..

From: (b)(6);(b)(7)(C)
Sent: Tuesday, May 23, 2017 9:24 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

And (b)(6);(b)(7)(thank you!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, May 22, 2017 4:18 PM
To: (b)(6);(b)(7)(C)
Subject: Re: NVLS

hiya.. I am in training today/tue/wed, so access is limited, but I will gladly help when I get time..
here are the reports for these plates.. a few recent ones..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department

desk (714) 289-(b)(6);(
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)
Submit a Tip or Lead at: (b)(7)(E)
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From: (b)(6);(b)(7)(C)
Sent: Monday, May 22, 2017 1:38 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Happy Monday!!
When you have a moment will you please run the following plates in NVLS?
CA license plate (b)(6);(b)(7)(C)
CA License plate
Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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this message in error and delete the message from your system.

From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Monday, May 22, 2017 4:18:06 PM
Attachments: (b)(6);(b)(7)(C) .pdf .pdf

---

hiya.. I am in training today/tue/wed, so access is limited, but I will gladly help when I get time..

here are the reports for these plates.. a few recent ones..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6);
cell (949) 279-(b)(6
(b)(6);(b)(7)(C)
Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Monday, May 22, 2017 1:38 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Happy Monday!!
When you have a moment will you please run the following plates in NVLS?
CA license plate (b)(6);(b)(7)(C)
CA License plate
Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: Re: NVLS
Date: Friday, December 01, 2017 9:19:04 AM
Attachments: (b)(6);(b)(7)(C).pdf .pdf

---

hi.. yup.. here you go.. 2 reports..

(b)(6);(b)(7)(C) Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
desk (714) 289-(b)(6)
cell (949) 279-(b)(6);
(b)(6);(b)(7)(C)

Submit a Tip or Lead at: (b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 1, 2017 9:08 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hey there,

Another favor if you have time. ….

CA plate - (b)(6);(b)(7)(C)
CA plate -

Thank you ☺

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: FW: NVLS
Date: Thursday, March 10, 2016 4:39:00 PM
Attachments: LEARN_Vehicle_Detection_Report_03-10-16.pdf

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, March 10, 2016 4:27 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS
Well, looks like it is back up. Go figure.
Here is the report on this plate.

Detective (b)(6);(b)(7)(C)
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6)
desk (714) 289-(b)(6)
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, March 10, 2016 2:34 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);
When NVLS comes back on line will you also run CA Plate (b)(6);(b)(7)
Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: FW: NVLS
Date: Monday, November 09, 2015 10:54:00 AM
Attachments: LEARN_Vehicle_Detection_Report_11-09-15.pdf
LEARN_Vehicle_Detection_Report_11-09-15 (1).pdf

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, November 09, 2015 10:50 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS
So, there are a few scans on the (b)(6);(b)(7)(C) plates. NO scans on the (b)(6);(b)(7)(
I attached the respective reports. Let me know if you have any questions. :)
Hope you are well.

(b)(6);
Detective (b)(6);(b)(7)(C)
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6);(
desk (714) 289-(b)(6);
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Monday, November 09, 2015 10:30 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);
Will you please run the following license plates in NVLS for me?
2005 Black X-Terra CA (b)(6);(b)(7)(
2011 Dodge Nitro CA (b)(6);(b)(7)(C) (NOV 2014)
Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group

Homeland Security Investigations
Office: (714) 972-(b)(6);(b)
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: FW: NVLS
Date: Tuesday, March 10, 2015 10:27:00 AM
Attachments: (b)(6);(b)(7)(C).pdf .pdf .pdf

FYI

(b)(6);(b)(7)(C)

Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
Sent: Tuesday, March 10, 2015 10:11 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Hi (b)(6);. Hope things are good with you.
So, I have attached 3 reports for you. The only plate with no recent scans is (b)(6);(b)(7)(So I didn't think you would want scans on that one from 2011. Otherwise, see attached.
Let me know if you need anything else.

(b)(6);(
Detective (b)(6);(b)(7)(C)
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6
desk (714) 289-(b)(6)
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Tuesday, March 10, 2015 9:51 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6)
Will you please run the following CA plates in NVLS?

(b)(6);(b)(7)(C)

Thank you!

(b)(6);(b)(7)(C)

Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
To:
Subject: FW: NVLS
Date: Thursday, February 12, 2015 12:49:00 PM
Attachments: LEARN_Vehicle_Detection_Report_02-12-15.pdf

Attached is the NVLS report

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 12, 2015 12:39 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Hey (b)(6);(

Hope you are well. Sorry I didn't get this sooner, but I was driving back from a conference this morning in san diego.

I have attached the NVLS report. Unfortunately, there were only2 scans in all of 2014 and none this year, but I attached the info for you.

(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 12, 2015 11:01 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6),

Would you mind running a plate for me through NVLS?

(b)(6);(b)(7) (2001 Toyota)

Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
To:
Subject: FW: NVLS
Date: Thursday, January 15, 2015 11:01:00 AM
Attachments: LEARN_Vehicle_Detection_Report_01-15-15.pdf

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
Sent: Thursday, January 15, 2015 10:59 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Hi..

Sorry, was actually just in a meeting with (b)(6);(b)(7)(C). :)

No trouble at all.. Here is the report.. quite a few scans actually..

(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Thursday, January 15, 2015 10:01 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);

Could I trouble you to run another plate in NVLS?

CA Plate (b)(6);(b)(7)

Thanks

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
To:
Subject: FW: NVLS
Date: Tuesday, January 13, 2015 10:02:00 AM
Attachments: (b)(6);(b) Learn.pdf

Please see attached NVLS report

(b)(6);(b)(7)(C)

Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
Sent: Tuesday, January 13, 2015 10:00 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NVLS

Hi (b)(6);

Here is the report on your target vehicle. Let me know if I can assist with anything else.

(b)(6);(b)(7)(C – Crime Analyst
Orange County District Attorney's Office
401 Civic Center Dr West
Santa Ana, CA 92701
714-347-(b)(6)
(b)(6);(b)(7)(C) (preferred)

From: (b)(6);(b)(7)(C)
Sent: Tuesday, January 13, 2015 9:47 AM
To: (b)(6);(b)(7)(C)
Subject: Fw: NVLS

(b)(can you assist (b)(6); please?

(b)(6);(b)(7)(C)
Intelligence Analyst
Orange County Intelligence Assessment Center
(O) 714-289-(b)(6);(
(C) 714-422-b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Tuesday, January 13, 2015 09:45 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(b)(

Would you please have someone run the following plate for me in NVLS.

CA Plate (b)(6);(b)(7)(

Thank you,

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972(b)(6);(b
Fax: (714) 972-4141

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From: (b)(6);(b)(7)(C)
To:
Subject: FW: NVLS
Date: Monday, September 22, 2014 2:55:00 PM
Attachments: image001.png
image002.png
image003.png
LEARN_Vehicle_Detection_Report_09-22-14.pdf

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
Sent: Monday, September 22, 2014 2:49 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

I broke it up since LEARN and NVLS are two systems under the Vigilant Solutions company.

- LEARN: The attachment is from October 2013 in Newport
- There is about 14 hits in NVLS, I just cut and pasted the last three hits/

Below are the NVLS Hits:

8/28/2014 at 9:29AM

(b)(6);(b)(7)(C);(b)(7)(E)

(b)(6);(b)(7)(C);(b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Monday, September 22, 2014 2:23 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Narcotics

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
Sent: Monday, September 22, 2014 2:19 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

No sweat (b)(6);(What type of case is it? Its for the NVLS auditing system.

From: (b)(6);(b)(7)(C)
Sent: Monday, September 22, 2014 2:12 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(b)(7

Would you be able to run the following plate in NVLS and send me the results?

(b)(6);(b)(7)(

Thanks

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
To:
Subject: FW: NVLS
Date: Thursday, March 10, 2016 4:53:00 PM
Attachments: LEARN_Vehicle_Detection_Report_03-10-16 (1).pdf
LEARN_Vehicle_Detection_Report_03-10-16 (2).pdf

Hi (b)(6);(b

Attached are your NVLS printouts.

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, March 10, 2016 4:33 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

So,
It would APPEAR that everything is working. Both plates have some recent scans. Both reports are attached.
Hope you are well.
me

Detective (b)(6);(b)(7)(C)
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6
desk (714) 289-(b)(6);
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Tuesday, March 08, 2016 9:24 AM
To: Goldmark, Josh
Subject: NVLS

Hi (b)(6)! I have a favor por favor.....
Will you please run the following CA plates in NVLS?

(b)(6);(b)(7)(C)

Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: FW: nvls
Date: Thursday, May 28, 2015 3:59:00 PM
Attachments: LEARN_Vehicle_Detection_Report_05-28-15 (2).pdf

FYI

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, May 28, 2015 3:58 PM
To: (b)(6);(b)(7)(C)
Subject: RE: nvls

Hello my friend.
Sadly, the last scan was August of last year. I attached the report in case you are interested. Nothing since then.
sorry.

(b)(
Detective (b)(6);(b)(7)(C)
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6)
desk (714) 289-(b)(6);
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, May 28, 2015 3:37 PM
To: (b)(6);(b)(7)(C)
Subject: nvls

Hi (b)(6)
Will you please run NVLS for me.
CA Plate (b)(6);(b)(7)(C)
Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group

Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Wednesday, April 06, 2016 2:18:13 PM
Attachments: (b)(6);(b)(7)(C) pdf
pdf
pdf

Hiya.
SO, report attached for:
(b)(6);(b)(7)(C)
The others don't have any scans more recent than 6 months old.
Hope this helps.
(b)(

Detective (b)(6);(b)(7)(C)
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6);(
desk (714) 289-(b)(6);
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, April 06, 2016 10:17 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Thank you soooo much! They are all CA plates. Sorry there are so many of them.....

(b)(6);(b)(7)(C)

Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)

Sent: Wednesday, April 06, 2016 10:11 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Hello my friend. Doin ok. I would be more than happy to run them. I'm at the domestic terror working group meeting right now, but send them and I'll be happy to run them when I'm done shortly after lunch. :)

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------

From: (b)(6);(b)(7)(C)

Date: 4/6/16 10:02 (GMT-08:00)

To: (b)(6);(b)(7)(C)

Subject: NVLS

Hi (b)(6) ☺

How are things going??? I hope you had a wonderful Easter. I was hoping you could do me another favor and run a few plates for me???

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Cc:
Subject: RE: NVLS
Date: Tuesday, January 13, 2015 10:00:21 AM
Attachments: (b)(6);(b) Learn.pdf

Hi (b)(6);(b)

Here is the report on your target vehicle. Let me know if I can assist with anything else.

(b)(6);(b)(7)(C) – Crime Analyst

Orange County District Attorney's Office

401 Civic Center Dr West

Santa Ana, CA 92701

714-347-(b)(6);(

(b)(6);(b)(7)(C) (preferred)

From: (b)(6);(b)(7)(C)
Sent: Tuesday, January 13, 2015 9:47 AM
To: (b)(6);(b)(7)(C
Subject: Fw: NVLS

(b)(6 can you assist (b)(6);(please?

(b)(6);(b)(7)(C)

Intelligence Analyst

Orange County Intelligence Assessment Center

(O) 714-289-(b)(6);(b)(7)(C)

(C) 714-422-

From: (b)(6);(b)(7)(C)
Sent: Tuesday, January 13, 2015 09:45 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(b)(

Would you please have someone run the following plate for me in NVLS.

CA Plate (b)(6);(b)(7)(

Thank you,

(b)(6);(b)(7)(C)

Intelligence Research Specialist

Homeland Security Investigations

Office: (714) 972-(b)(6);(

Fax: (714) 972-4141

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From: (b)(6);(b)(7)(C)
To:
Cc:
Subject: RE: NVLS
Date: Monday, October 06, 2014 3:53:56 PM
Attachments: NVLS Data.docx

Hi (b)(6);(

See attached document for NVLS Data. No Detection Record Found in LEARN.

(b)(6);(b)(7)(C) Intelligence Analyst
Orange County Intelligence Assessment Center
Office (714) 289-(b)(6)
E-mail: (b)(6);(b)(7)(C)
or (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Monday, October 06, 2014 3:30 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NVLS

(b)(6);(b

Before you leave today, can you run this vehicle in NVLS and LEARN for (b)(6);(b)(7)(C) (b)(6);, you have a case # that we can log please. Thank you.

(b)(6);(b)(

From: (b)(6);(b)(7)(C)
Sent: Monday, October 06, 2014 3:28 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(b)(7

Will you please run the following plate in NVLS for me. (b)(6);(b)(7)(C)
Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Friday, October 03, 2014 2:30:39 PM
Attachments: NVLS.docx
Copy of LEARN_Vehicle_Detection_Report_10-03-14_000.xlsx

The word document is NVLS and the excel is LEARN.

From: (b)(6);(b)(7)(C)
Sent: Friday, October 03, 2014 1:59 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(b)(

Will you please run the following plate through the NVLS system? CA (b)(6);(b)(7)(C

Thank you

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Monday, September 22, 2014 2:49:28 PM
Attachments: image001.png
image002.png
image003.png
LEARN_Vehicle_Detection_Report_09-22-14.pdf

I broke it up since LEARN and NVLS are two systems under the Vigilant Solutions company.

- LEARN: The attachment is from October 2013 in Newport
- There is about 14 hits in NVLS, I just cut and pasted the last three hits/

Below are the NVLS Hits:

8/28/2014 at 9:29AM

(b)(6);(b)(7)(C);(b)(7)(E)

(b)(6);(b)(7)(C);(b)(7)(E)

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From: (b)(6);(b)(7)(C)
Sent: Monday, September 22, 2014 2:23 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Narcotics

(b)(6);(b)(7)(C)

Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
Sent: Monday, September 22, 2014 2:19 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

No sweat (b)(6); What type of case is it? Its for the NVLS auditing system.

From: (b)(6);(b)(7)(C)
Sent: Monday, September 22, 2014 2:12 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(b)(

Would you be able to run the following plate in NVLS and send me the results?

(b)(6);(b)(7)(

Thanks

(b)(6);(b)(7)(C)

Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Sunday, March 13, 2016 4:42:53 PM
Attachments: (b)(6);(b)(7)(C) .pdf .pdf .pdf .pdf .pdf .pdf

Hi there.
So, the majority of the plates had only 1 or 2 scans. If there were more than 1 or 2, I only included ones that were within the last 6 months or so. If there were no scans, I didn't include a report.
Hope this helps.

(b)(6);(b)(7)(C)
Detective
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6);
desk (714) 289-(b)(6);
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Friday, March 11, 2016 9:28 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6),
Please don't hate me, but when you get a chance will you please run the following plates in NVLS? We are conducting a gang surge and the location of these vehicles will help us locate the gangsters ☺

(b)(6);(b)(7)(C)
1 black GMC Yukon
red GMC Yukon
white Nissan Maxima
blue Honda Accord
red Toyota Matrix
gray Nissan versa
white gmc fs

Thank You!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)

Sent: Friday, March 11, 2016 7:25 AM
To: (b)(6);(b)(7)(C)
Subject: FW: (b)(6)
(b)(6);(b)(7)(C)

When able, please run the attached plates. I'm looking to see if any come back to (b)(6);(b)(7)(C) (b)(6);(b)(7)(C), or possibly (b)(6);(b)(7)(C), both Santa Ana.

Regards,

(b)(6);(b)(7)(C)

(Sent from my iPhone)

From: (b)(6);(b)(7)(C)
Sent: Friday, March 11, 2016 6:12:53 AM
To: (b)(6);(b)(7)(C)
Subject: (b)(6);(

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Thursday, March 10, 2016 4:33:19 PM
Attachments: LEARN_Vehicle_Detection_Report_03-10-16 (1).pdf
LEARN_Vehicle_Detection_Report_03-10-16 (2).pdf

So,
It would APPEAR that everything is working. Both plates have some recent scans. Both reports are attached.
Hope you are well.
me

Detective (b)(6);(b)(7)(C)
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6);(
desk (714) 289-(b)(6
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Tuesday, March 08, 2016 9:24 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6)! I have a favor por favor.....
Will you please run the following CA plates in NVLS?

(b)(6);(b)(7)(C)

Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Thursday, March 10, 2016 4:26:43 PM
Attachments: LEARN_Vehicle_Detection_Report_03-10-16.pdf

Well, looks like it is back up. Go figure.
Here is the report on this plate.

Detective (b)(6);(b)(7)(C)
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6)
desk (714) 289-(b)(6)
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, March 10, 2016 2:34 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6)
When NVLS comes back on line will you also run CA Plate (b)(6);(b)(7)
Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Cc: OCIAC RFI
Subject: RE: NVLS
Date: Tuesday, December 29, 2015 2:26:09 PM
Attachments: LEARN_Vehicle_Detection_Report_12-29-15_93013w1.pdf

---

LEARN hits attached. Let us know if you need anything else.
RFI 1512291414

From: (b)(6);(b)(7)(C)
Sent: Tuesday, December 29, 2015 2:14 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Thank you sooo much! CA plate (b)(6);(b)(7)(

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Tuesday, December 29, 2015 2:13 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

Let's do it. Send it over.

From: (b)(6);(b)(7)(C)
Sent: Tuesday, December 29, 2015 2:12 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

I hope you had a very Merry Christmas. Are you working today? We are helping out Newport Beach with the homicide last night. We were hoping you could run a plate through NVLS for us.

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(

Fax: (714) 972-4141

(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Wednesday, May 20, 2015 10:11:28 AM
Attachments: DMV License Plate Samples Part4of7.pdf
LEARN_Vehicle_Detection_Report_05-20-15.pdf

Ok, I had a feeling.. SO, a quick explanation:
The 2 'plates' of (b)(6);(b)(7)(C) are not license plates. They are actually handicapped placards that hang from the rear view mirror. I attached a doc with an example.
So, in the case of the 2 'VINs', they are actually the DOB of the subject that the placard is registered to as well as the first few letters of their last name.
So, with that, I have attached a NVLS report for the 1 valid license plate (b)(6);(b)(7)(
I don't want to stick my nose where it doesn't belong (for a change), but is the (b)(6);(b)(7 subject your subject of interest, or is it the (b)(6);(b subject? I can assist in finding other vehicles if you like.
(b)(6)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 20, 2015 10:01 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS
Yes it is CA. the VIN is screwy too. But this plate and the (b)(6);(b)(7) are for the same car

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 20, 2015 10:00 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS
That first plate, (b)(6);(b)(7)(is that a CA plate do you know? It isn't a normal plate format..

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 20, 2015 9:49 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS
Thank you!!
Ok, I have two. First one is (b)(6);(b)(7)(C)
Thanks!!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)
Fax: (714) 972-4141

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 20, 2015 9:36 AM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

For you, ABSOLUTELY.. :)

Send it..

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 20, 2015 9:30 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(

Would you be able to help me out running a plate in NVLS?

(b)(6);(b)(7)(C)

Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Friday, February 20, 2015 4:18:43 PM
Attachments: LEARN_Vehicle_Detection_Report_02-20-15.pdf

Only one hit. See attached.

From: (b)(6);(b)(7)(C)
Sent: Friday, February 20, 2015 4:15 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

(b)(7)(E)

Thanks!

(b)(6);(b)(7)(C)

Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
Sent: Friday, February 20, 2015 4:13 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NVLS

No problem. Case #?

From: (b)(6);(b)(7)(C)
Sent: Friday, February 20, 2015 3:45 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(b)(7)

Would you please run the following plate through NVLS?

CA (b)(6);(b)(7)(

Thanks!

(b)(6);(b)(7)(C)

Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Thursday, February 12, 2015 12:39:20 PM
Attachments: LEARN_Vehicle_Detection_Report_02-12-15.pdf

Hey (b)(6);(

Hope you are well. Sorry I didn't get this sooner, but I was driving back from a conference this morning in san diego.

I have attached the NVLS report. Unfortunately, there were only2 scans in all of 2014 and none this year, but I attached the info for you.

(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 12, 2015 11:01 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);

Would you mind running a plate for me through NVLS?

(b)(6);(b)(7 (2001 Toyota)

Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Thursday, January 15, 2015 10:58:40 AM
Attachments: LEARN_Vehicle_Detection_Report_01-15-15.pdf

Hi..

Sorry, was actually just in a meeting with (b)(6);(b)(7)(C) . :)

No trouble at all.. Here is the report.. quite a few scans actually..

(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Thursday, January 15, 2015 10:01 AM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6),

Could I trouble you to run another plate in NVLS?

CA Plate (b)(6);(b)(7)(C)

Thanks

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Homeland Security Investigations
Office: (714) 972-(b)(6);(b)
Fax: (714) 972-4141

From: (b)(6);(b)(7)(C)
To:
Subject: RE: NVLS
Date: Tuesday, April 12, 2016 4:09:27 PM
Attachments: (b)(6);(b)(7)(C) private.pdf LE.pdf

Hello my friend. There are a few scans, some from LE scans so not sure if you have them or not. There is 1 private. Some of these are nighttime, so maybe they will be of some use. Hope this helps.

(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Tuesday, April 12, 2016 3:58 PM
To: (b)(6);(b)(7)(C)
Subject: NVLS

Hi (b)(6);(

We are trying to locate CA Plate (b)(6);(b)(7)(I was hoping you would work your magic for me (again) and tell me where this perp is ☺

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitation Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Subject: RE: nvls
Date: Thursday, May 28, 2015 3:58:21 PM
Attachments: LEARN_Vehicle_Detection_Report_05-28-15 (2).pdf

Hello my friend.
Sadly, the last scan was August of last year. I attached the report in case you are interested. Nothing since then.
sorry.
(b)(6)

Detective (b)(6);(b)(7)(C)
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6);
desk (714) 289-(b)(6
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, May 28, 2015 3:37 PM
To: (b)(6);(b)(7)(C)
Subject: nvls

Hi (b)(6);
Will you please run NVLS for me.
CA Plate (b)(6);(b)(7)(C)
Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
To:
Cc:
Subject: RE: nvls
Date: Thursday, May 28, 2015 4:00:12 PM
Attachments: LEARN_Vehicle_Detection_Report_05-28-15 (2).pdf

---

sorry, not sure if I got the report to you in time.. here it is.. the last scan was August of 2014.. sorry, nothing more recent..

(b)(
Detective (b)(6);(b)(7)(C)
Orange County Intelligence Assessment Center (OCIAC)
La Habra Police Department
cell (949) 279-(b)(6);
desk (714) 289-(b)(6);
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, May 28, 2015 3:51 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: nvls

I am leaving for the day. Would mind terribly to send the results to (b)(6);(b)(7)(C)
Thanks!

Hi (b)(6);
Will you please run NVLS for me.
CA Plate (b)(6);(b)(7)(C)
Thanks!

(b)(6);(b)(7)(C)
Intelligence Research Specialist
Child Exploitaiton Group
Homeland Security Investigations
Office: (714) 972-(b)(6);(b
Fax: (714) 972-4141
(b)(6);(b)(7)(C)

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REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET ASIDE

PAGE 1 OF PAGES 51

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING
70CDCR18Q00000005	12/15/2017			

5a. ISSUED BY
ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C
WASHINGTON DC 20536

6. DELIVERY BY (*Date*)
Multiple

7. DELIVERY
☒ FOB DESTINATION ☐ OTHER (*See Schedule*)

9. DESTINATION
a. NAME OF CONSIGNEE

b. STREET ADDRESS

5b. FOR INFORMATION CALL: (*No collect calls*)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
(b)(6);(b)(7)(C)	202	732-(b)(6);(

8. TO:

a. NAME	b. COMPANY

c. STREET ADDRESS

c. CITY

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (*Date*)
12/18/2017 1800 ES

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (*Include applicable Federal, State and local taxes*)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Request for Quote for Access to License Plate Reader (LPR) database Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/21/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 12/21/2017 to 01/31/2018	1.4	MO		
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Continued ...	12	MO		

12. DISCOUNT FOR PROMPT PAYMENT ▶	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		
b. STREET ADDRESS	16. SIGNER	
	a. NAME (*Type or print*)	b. TELEPHONE AREA CODE
c. COUNTY		
d. CITY / e. STATE / f. ZIP CODE	c. TITLE (*Type or print*)	NUMBER

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Previous edition not usable

STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2018 to 01/31/2019				
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. (Option Line Item) 05/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2019 to 01/31/2020	12	MO		
0004	Option Period 3 - 02/01/2020 - 09/30/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. (Option Line Item) 08/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2020 to 09/30/2020	8	MO		

Request for Quote for Access to License Plate Database

Contracting Office Address:
Immigration and Customs Enforcement
Office of Acquisition Management
801 I. St NW,
Washington, DC 20536

Description: NAICS Code: 519190 – All Other Information Services.

This is a combined synopsis/request for quote for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6 and under the authority of FAR 13, as supplemented with additional information included in this notice. The North American Industry Classification System (NAICS) Code for this procurement is 519190 and is being conducted as sole source procurement.

The Immigration and Custom's Enforcement's (ICE) Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) is requesting that vendors submit a quote for a firm fixed price contract for access to a license plate reader database as set forth in the attached Statement of Work (SOW).

Period of Performance:

The anticipated period of performance will include a base period of forty-one (41) days, two (2) twelve-month options periods, and one (1) eight-month option period.

Instructions to Offerors/Response Requirement:

Interested contractors must submit information necessary to demonstrate their capabilities to support the ICE requirements including performance requirements, functional requirement, alert list capabilities, mobile device capabilities, audit and reporting capabilities, as specified in the attached Statement of Work. Offerors shall return the complete quotation package, in electronic format. Electronic copies can be sent to (b)(6);(b)(7)(C) at (b)(6);(b)(7)(C) Facsimile and hard copy quotes are not permitted and will be disregarded if received.

All electronic files should be labeled with the Offeror's name, quotation number, submission date and the words "Source Selection Sensitive" and "Law Enforcement Sensitive". Proprietary information shall be clearly marked.

a. **Format.** The submission shall be clearly indexed and logically assembled. Each section shall be appropriately numbered and clearly identified with the date and quotation number in the header and/or footer and shall begin at the top of each page. NOTE: Please submit a signed and dated cover letter with your quote addressed to Mr. William Quigley with your company's contact information. A Table of Contents should be included. Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies to all sections. Times New Roman fonts is suggested.

b. **File Packaging**. Written quotes shall be submitted in one volume with three (3) sections, as outlined below. Use tab indexing sufficient to identify all sections within a particular quote section. The Offeror is required to provide the quote via email to

(b)(6);(b)(7)(C) The Offeror should submit Attachment 4 in Microsoft Excel, with viewable calculations.

The following shall be included in the Narrative discussion:

SECTION I –TECHNICAL APPROACH: The offeror must submit information to demonstrate that the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the Request for Quote and whether the Offeror's methods and approach to meeting the SOW requirements provide the Government with a high level of confidence of successful completion. **No pricing information is to be provided in the Technical Quote.**

Technical Database Information Submittal. The vendor shall provide a description of its electronic information retrieval services that addresses:

- Compliance with the SOW
- Number of current records
- Ability to collect new records
- Identification of states or metropolitan areas where significant records are provided
- Ability to add and/or delete subscribers
- Return time on query

Quality Control Plan. The Offeror's Quality Control Plan (QCP) should describe the methods it will use to review its performance to ensure it conforms to the performance requirements. The Offeror's QCP should include methods that ensure and demonstrate its compliance with the performance requirements and the QASP discussed in Attachment 2.

SECTION II- PAST PERFORMANCE: The contractor shall provide a list of contracts or orders for the purpose of past performance evaluation. The contractor may also provide other forms of documentation which provide information on the company's past performance. Valid past performance is evidence of similar work accomplished within the past three years.

SECTION III– PRICE. The offeror shall complete Attachment 4, with pricing for the base and each option period for each Contract Line Item (CLIN).

A Firm Fixed Price Quote and a written technical quote must be submitted by December 18, 2017 by 6:00 PM EST (1800) via email to (b)(6);(b)(7)(C) and
(b)(6);(b)(7)(C)

Quotes must include the company's name, point of contact, address, area code and telephone number and (**mandatory)** DUNS number. All quotes received without valid DUNS number (those not registered in the System for Award Management (SAM) www.sam.gov), will be considered ineligible.

Issue of the contract will be made to the contractor that offers the best value to the Government, considering price, past performance, and technical in accordance with FAR 13.106. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer confirming to the solicitation will be most advantageous to the Government, price, and other factors considered. The criteria for evaluation are as follows:

1. Technical Capability
2. Past Performance
3. Price.

The above listed evaluation factors are listed in descending order of importance.. Technical and past performance, when combined, is significantly more important than price.

Instructions: FAR 52.212-1 "Instructions to Offerors - Commercial" applies to this acquisition. Offerors are to include a copy of FAR provision 52.212-3 "Offeror Representations and Certifications - Commercial Items" with their response. The following FAR clauses also apply: 52.212-4 "Contract Terms and Conditions - Commercial Items" and 52.212-5 "Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items", with the clauses cited further in this synopsis as being applicable. The aforementioned provisions and clauses can be accessed electronically at http://acquisition.gov/comp/far/index.html. Prospective sources are reminded that award can only be made to a contractor who is registered in the System for Award Management (SAM) (www.sam.gov) database with an active Dun & Bradstreet Number.

Attachments:
Attachment 1: Statement of Work (SOW)
Attachment 2: Quality Assurance Surveillance Plan
Attachment 3: Terms and Conditions
Attachment 4: Price

WebEx Class Information

WebEx training schedules for the LPR function will be included with the introductory log-on e-mail that each user will receive. This e-mail will include a link to register for the WebEx meetings. Registration is required, but there is no need to register for more than one session. There is a 500 attendee maximum per session; if a listed session is shown as full, please select another session to attend. The tentative dates for these training sessions are as follows:

Day	Date	Time (all times ET)
Wednesday	2/7/2018	9:00 AM
Wednesday	2/7/2018	10:30 AM
Wednesday	2/7/2018	12:30 PM
Wednesday	2/7/2018	2:00 PM
Wednesday	2/7/2018	3:30 PM
Wednesday	2/7/2018	5:00 PM
Thursday	2/8/2018	8:00 AM
Thursday	2/8/2018	9:30 AM
Thursday	2/8/2018	11:30 AM
Thursday	2/8/2018	1:00 PM
Thursday	2/8/2018	2:30 PM
Thursday	2/8/2018	6:00 PM
Friday	2/9/2018	8:00 AM
Friday	2/9/2018	10:00 AM
Friday	2/9/2018	11:30 AM
Friday	2/9/2018	1:30 PM
Friday	2/9/2018	3:00 PM
Monday	2/12/2018	12:00 NOON
Monday	2/12/2018	3:00 PM
Tuesday	2/13/2018	9:00 AM
Tuesday	2/13/2018	11:00 AM
Tuesday	2/13/2018	1:00 PM
Thursday	2/15/2018	8:30 AM
Thursday	2/15/2018	10:00 AM
Thursday	2/15/2018	11:30 AM
Thursday	2/15/2018	1:30 PM
Thursday	2/15/2018	4:00 PM
Friday	2/16/2018	8:00 AM
Friday	2/16/2018	10:30 AM
Friday	2/16/2018	12:30 PM
Friday	2/16/2018	3:00 PM

From: (b)(6);(b)(7)(C)
Sent: Thu, 29 Mar 2018 20:09:28 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR/LEARN Total ICE Users Registered
Attachments: ICE LEARN users 03292018.xlsx, smime.p7s

(b)(6);(b)

Attached please find a list of registered LEARN users as of today, 03/29/18. There are 9,209 users (including me) who have access. You can sort by last login based on the attached sheet.

Imagine the list is tie dyed and covered in glitter – Happy Easter!

(b)(6);

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, March 29, 2018 3:02 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR/LEARN Total ICE Users Registered

Hey (b)(6);(b)(7)(C)

Can you send us the total list of Learn/LPR users in Excel by chance? I have the below email from 2/22/18 but I figure that number has increased based on activity I've seen and heard in the field. We have some data calls that we are working through and need to figure out the total # of HSI and ERO users.

I know tomorrow is Good Friday and this request is not in the Easter spirit but appreciate any help!

Regards,
(b)(6);(

(b)(6);(b)(7)(C)
Section Chief - Management and Program Analyst
Acquisition Management Unit
Finance, Acquisition, Asset Management Division
ICE/Homeland Security Investigations (HSI)
202-732-(b)(6);(b)(7)((Office)
202-421- (Mobile)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, February 22, 2018 12:53 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR/LEARN Total ICE Users Registered

Good to see you both this morning!

I ran this today at (b)(6);(b) desk – 8,752 users across HSI and ERO.

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 21, 2018 5:09 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: LPR/LEARN Total ICE Users Registered

Hey (b)(6);(b)(7)(C)

Favor to ask; Are you able to run a report for how many total ICE users have registered in LEARN to date? We had an inquiry come in for all ICE users and not just HSI, regardless, (b)(6);(and I have no

access to the LEARN system for this type of oversight. If the administrators can perform this function we can reach out to them as well but not sure how complicated it might be.

Let us know whenever time permits

Regards,

(b)(6);(b)(7)(C)

Section Chief - Management and Program Analyst
Acquisition Management Unit
Finance, Acquisition, Asset Management Division
ICE/Homeland Security Investigations (HSI)
202-732-(b)(6);(b)(7) (Office)
202-421-(b)(6);(b)(7) (Mobile)

(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 22 Dec 2017 14:24:12 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: 70CDCR18P00000017
Attachments: 05.01_70CDCR18P00000017.pdf

TRSS/West,

Please see attached award document 70CDCR18P00000017. Please review, sign, and send back to myself and (b) for full execution.

Please contact me if there are any questions.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
See Schedule	1	52

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
		70CDCR18P00000017	70CDCR18Q00000005	12/15/2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	(b)(6);(b)(7)(C)	202732(b)(6);(	ES

9. ISSUED BY — CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 519190
SIZE STANDARD: $27.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	13a. ☐ THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
	Net 30		☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE ICE/ERO

ICE Enforcement & Removal
801 I Street, NW
Suite 930
Washington DC 20536

16. ADMINISTERED BY — CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

17a. CONTRACTOR/ OFFEROR — CODE 1485082860000 — FACILITY CODE

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL MN 55164

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE ICE-ERO-FHQ-CED

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Attn: ICE-ERO-FHQ-CED
Williston VT 05495-1620

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 148508286 Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6);(Email: (b)(6);(b)(7)(C) Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6);(*(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
(b)(4)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☒ 29. AWARD OF CONTRACT: ____ OFFER DATED 12/22/2017. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		(b)(6);(b)(7)(C)	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Email: (b)(6);(b)(7)(C) There are two (2) requisitions associated with this award: 192118FUGOPS12087 and 192118FLMURQ0008. This purchase order is for West Publishing Corporation to provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States. The specific requirements are detailed in the Statement of Work attached. All services shall be performed in accordance with the attached Statement of Work (SOW), West Publishing's Technical Quote (dated 12/22/2017), and West Publishing's Price Quote. West Publishing Corporation's price quote and technical quote are included as an attachment to this purchase order. Funding in the amount of (b)(4) is being allotted to this purchase order award to fund CLIN 0001 for the Base Period of services. All other CLINS are optional CLINs and will be funded at the time they are exercised. The terms and conditions of this purchase order Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	apply only to the purchase order resulting for ICE solicitation 70CDCR18Q00000005. Exempt Action: Y Sensitive Award: PII Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Requisition No: 192118FLMURQ0008, 192118FUGOPS12087 (b)(4);(b)(7)(E)				(b)(4)
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Accounting Info: Funded: (b)(4) Period of Performance: 02/01/2018 to 01/31/2019	12	MO	(b)(4)	
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) Continued ...	12	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 05/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2019 to 01/31/2020				
0004	Option Period 3 - 02/01/2020 - 09/30/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 08/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2020 to 09/30/2020 Invoice Instructions: ICE - ERO/HSI Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • Invoice.Consolidation@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email. b) USPS: Continued ...	8	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

ATTN: ICE-ERO-FHQ-CED

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

c) Facsimile:

Alternative Invoices shall be submitted to:
(802)-288-(b)(6)

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.
Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.
2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	verification before payment can be processed; (ii). Dunn and Bradstreet (D&B) DUNS Number; (iii). Invoice date and invoice number; (iv). Agreement/Contract number, contract line item number and, if applicable, the order number; (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii). Terms of any discount for prompt payment offered; (viii). Remit to Address; (ix). Name, title, and phone number of person to resolve invoicing issues; (x). ICE program office designated on order/contract/agreement and (xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing) (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management. 3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.

(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

(iii) Use shredders when discarding paper documents containing Sensitive PII.

(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at

(b)(7)(E)

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	f for more information on and/or examples of Sensitive PII. 5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6);(b)(7)(C) The total amount of award: (b)(4) The obligation for this award is shown in box 26.				

Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database to support its criminal and immigration law enforcement missions. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE immigration enforcement personnel will query the LPR database using known license plate numbers associated with subjects of their immigration enforcement activities, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries will assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**
    - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office

of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and source of the record.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The Alert List function will include an automated capability that flags license plates for de-confliction.
- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
  - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
  - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
  - Date and time of query; and
  - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.7. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.8. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

Quality Assurance Surveillance Plan (QASP)
License Plate Reader (LPR) Data Service

NOTE: The Government reserves the right to revise or change the QASP as determined by the Government to ensure quality service and deliverables over the course of the contract.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The Contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

c. Other Key Government Personnel - Immigration and Customs Enforcement (ICE) National Fugitive Operations Program Headquarters Staff or Federal employees as designated by the COR and/or CO.

All Point of Contact's information will be released upon award.

3. PERFORMANCE STANDARDS

Performance standards define desired services. The Contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance

standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply to each month of performance.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of LPR Query	Result of LPR query after entered in end-user-computing device	</= 5 seconds after submission

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Government Documentation Criteria
LPR Data Service and Technical Support	4.11.1 4.11.2 4.11.4 4.11.5	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Overall Support Service	4.4 4.10	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the Transition In period.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Results of LPR Query	4.5.3 4.6.2	Length of time for Results of LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is available upon request to the Contracting Officer.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

_____

Signature – Contracting Officer's Representative

_____

Signature – Contracting Officer

ATTACHMENT 3:
TERMS AND CONDITIONS

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision.

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means.

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in.

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

52.212-1INSTRUCTIONS TO OFFERORS. COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show.

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to.

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by.

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2EVALUATION. COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Technical Approach
II. Past Performance
III. Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS. COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology".

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern".

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American.Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for

award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other _____.

(5) Common parent.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that.

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

FAR 52.212-4CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

☐ [Reserved]

☒ 52.204-14 Service Contract Reporting Requirements (OCT 2016)

☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

☐ [Reserved]

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)

☐ Alternate I (JAN 2011)

☐ [Reserved]

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ Alternate II (NOV 2011)

☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

☐ Alternate I (OCT 1995)

☐ Alternate II (MAR 2004)

☒ 52.219-8 Utilization of Small Business Concerns (NOV 2016)

☐ 52.219-9 Small Business Subcontracting Plan (JAN 2017)

☐ Alternate I (NOV 2016)

☐ Alternate II (NOV 2016)

☐ Alternate III (NOV 2016)

☐ Alternate IV (NOV 2016)

☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

☒ 52.219-14 Limitations on Subcontracting (JAN 2017)

☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)

☐ 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☐ 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☒ 52.222-3 Convict Labor (JUN 2003)

☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)

☒ 52.222-21 Prohibition of Segregated Facilities (APR 2015)

☒ 52.222-26 Equal Opportunity (SEPT 2016)

☒ 52.222-35 Equal Opportunity for Veterans (OCT 2015)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

☒ 52.222-37 Employment Reports on Veterans (FEB 2016)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

☐ 52.222-50 Combating Trafficking in Persons (MAR 2015)

☐ Alternate I (MAR 2015)

☒ 52.222-54 Employment Eligibility Verification (OCT 2015)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

☐ Alternate I (MAY 2008)

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)

☐ 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)

☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)

☐ Alternate I (OCT 2015)

☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)

☐ Alternate I (JUNE 2014)

☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)

☐ Alternate I (JUNE 2014)

☒ 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ 52.223-20 Aerosols (JUN 2016)

☐ 52.223-21 Foams (JUN 2016)

☒ 52.224-3 Privacy Training (JAN 2017)

☐ Alternate 1 (JAN 2017)

☐ 52.225-1 Buy American – Supplies (MAY 2014)

☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)

☐ Alternate I (MAY 2014)

☐ Alternate II (MAY 2014)

☐ Alternate III (MAY 2014)

☒ 52.225-5 Trade Agreements (OCT 2016)

☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)

☐ 52.232-30 Installment Payments for Commercial Items (JAN 2017)

☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

☐ 52.232-36 Payment by Third Party (MAY 2014)

☐ 52.239-1 Privacy or Security Safeguards (AUG 1996)

☐ 52.242-5 Payments to Small Business Subcontractors (JAN 2017)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

☐ 52.222-41 Service Contract Labor Standards (MAY 2014)

☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)

☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

☐ 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)

☐ 52.237-11 Accepting and Dispensing of $1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

_X_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause—

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_X_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-71 Contractor Employee Access.

____Alternate I

__X_ Alternate II

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ 3052.219-70 Small Business Subcontracting Plan Reporting.

_X_ 3052.219-71 DHS Mentor Protégé Program.

I. HSAR Clause
3052.204-71 Contractor employee access (SEP 2012), and Alternate I
Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d)
Information Technology Security and Privacy Training (MAR 2015)

II. IGP Privacy and Records Provisions
PRIV 1.2: Reporting Suspected Loss of Sensitive PII
PRIV 1.3: Victim Remediation Provision

REC 1.2: Deliverables are the Property of the U.S. Government
REC 1.3: Contractor Shall Not Create or Maintain Unauthorized √Records
REC 1.4: Agency Owns Rights to Electronic Information
REC 1.5: Comply with All Records Management Policies√
REC 1.6: No Disposition of Documents without Prior Written Consent√
REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors

PRIV 1.2: Reporting Suspected Loss of Sensitive PII:
Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision:
The Contractor is responsible for notification of victims in the event of a loss or compromise of Sensitive PII, ***if any,*** held by the Contractor, its agents, and Subcontractors, under this contract. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to the query data it inputs into the LEARN database (e.g. Audit Logs, Searches, Hotlist, etc.) Notwithstanding the above, no title to Vigilant's LEARN database or software will transfer to ICE in the performance of the contract.

(End of clause)

REC 1.5: Comply with All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors
The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees
Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. *Reserved – Deleted in accordance with clause prescription*

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) ***Reserved – Deleted in accordance with clause prescription***

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy

concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

Attachment 5: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018	1.4	*	(b)(4)	
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019	12	MO		
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020	12	MO		
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020	8	MO		
			Total	
Additional Pricing Explanation: *Contract start date will be 12/21/2017; however, West billing is systematically				

Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Technical Response – Revision 2

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

(b)(6);(b)(7)(C)

SUBMITTAL DATE:
December 22, 2017

SUBMITTED BY

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Contents

INTRODUCTION 1

SECTION I – TECHNICAL APPROACH 2

C.4 RESPONSES TO PERFORMANCE REQUIREMENTS 2

Data Service Content/Scope 2

User Management and Support 5

Functional Requirements 7

Query Capabilities 7

Alert List Capabilities 10

Mobile Device Capabilities 12

Audit and Reporting Capabilities 13

C.5 IS NOT IDENTIFIED/INCLUDED IN THE STATEMENT OF WORK 16

C.6 PROMOTION OF THE CONTRACT 17

C.7 NEWS RELEASES 17

C.8 LICENSE TYPE 17

SECTION II – PAST PERFORMANCE 18

Introduction

Thomson Reuters has a long history of commitment to meeting the informational needs of the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), and we seek to maintain and expand that relationship in responding to the current Request for Quote for access to a License Plate Reader database.

Through the combination of comprehensive and reliable data, technology, and expertise in how public records and related information can benefit government objectives, Thomson Reuters, with our partner, Vigilant Solutions, is uniquely positioned to help ICE meet your agency's diverse challenges with our subscription services.

Based on conversations with ICE personnel about the specific investigative needs of ICE, Thomson Reuters can provide access to license plate reader data via a hyperlink to the LEARN platform through the CLEAR platform. Providing access to the data through CLEAR provides reassurance to ICE, by virtue of existing agreed-upon terms and auditing requirements, per agency mandate. This offer also provides access to LPR through Vigilant's LEARN platform, which is maintained and supported by Vigilant.

The Thomson Reuters CLEAR team has been successfully supporting DHS's investigative research needs and initiatives since the agency's inception. We are proud to support the DHS and look forward to continuing our long-standing partnership.

Section I – Technical Approach

C.4 Responses to Performance Requirements

In this section of our response, we respond directly to the Performance Requirements in the Statement of Work of the RFQ. The information presented here is considered proprietary and confidential.

DATA SERVICE CONTENT/SCOPE

We propose access to License Plate Reader (LPR) data via hyperlink from Thomson Reuters CLEAR to Vigilant Solutions' (Vigilant's) LEARN platform.

Requirement: The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.

Response: The offered LPR data is collected from various toll roads, parking lot/garages, repossession vehicles and law enforcement agencies nationwide.

Requirement: The LPR data service shall include substantial unique LPR detection records.

Response: Vigilant's database currently has hundreds of millions of unique detection records from commercial sources. Besides LPR records from commercial sources such as parking garages, tolls and asset recovery vehicles Vigilant also has a large network of local and state law enforcement agencies (LEAs) across the country. This network of LEAs has the ability to share their LPR records with ICE – regardless of their LPR hardware provider. All LEA detection records are the intellectual property of the LEA and all retention times and permissions on these records are set by those agencies. Vigilant only hosts and maintains those records.

Requirement: The LPR data service shall compile LPR records from at least 25 states and 24 of the top thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

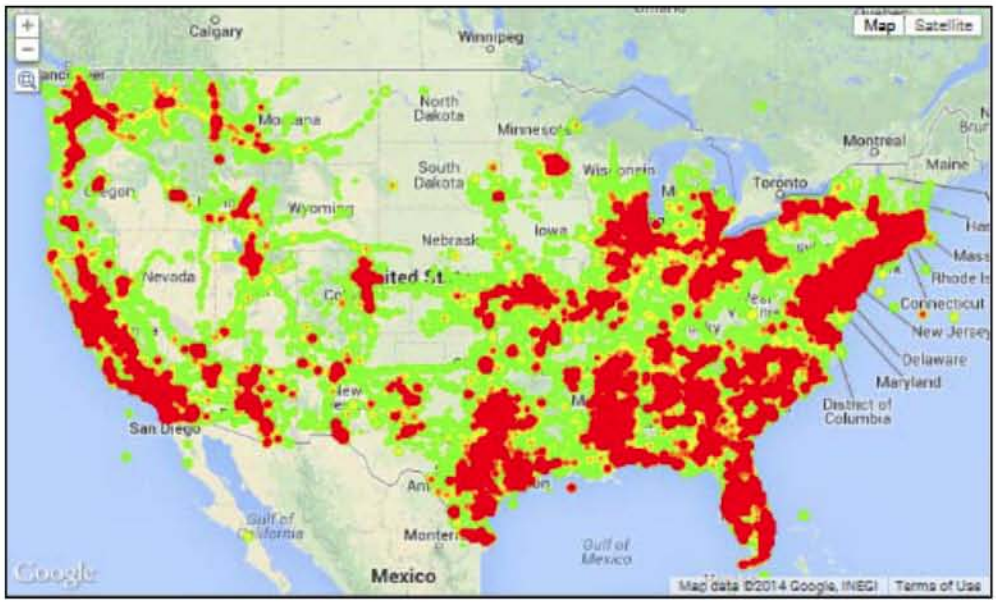
Response: Forty-seven (47) states, the District of Columbia, and Puerto Rico have commercial LPR scan records. (Hawaii, Maine, and Vermont do not.)

A list of the most populous 50 metropolitan areas in the US with commercial LPR data is provided below and exceeds the minimum requirement by DHS. Additional locations can be provided upon request.

Number	Metro Area
1	NewYork-NorthernNewJersey-LongIsland,NY-NJ-PA
2	LosAngeles-LongBeach-SantaAna,CA
3	Dallas-FortWorth-Arlington,TX
4	Chicago-Joliet-Naperville,IL-IN-WI
5	Houston-SugarLand-Baytown,TX
6	Washington-Arlington-Alexandria,DC-VA-MD-WV
7	Phoenix-Mesa-Glendale,AZ
8	Miami-FortLauderdale-PompanoBeach,FL
9	Riverside-SanBernardino-Ontario,CA
10	SanAntonio-NewBraunfels,TX
11	Baltimore-Towson,MD
12	SanDiego-Carlsbad-SanMarcos,CA
13	Atlanta-SandySprings-Marietta,GA
14	KansasCity,MO-KS
15	VirginiaBeach-Norfolk-NewportNews,VA-NC
16	SanFrancisco-Oakland-Fremont,CA
17	Austin-RoundRock-SanMarcos,TX
18	St.Louis,MO-IL
19	Cleveland-Elyria-Mentor,OH
20	Richmond,VA
21	Orlando-Kissimmee-Sanford,FL
22	LasVegas-Paradise,NV
23	Columbus,OH
24	Tampa-St.Petersburg-Clearwater,FL
25	Charlotte-Gastonia-RockHill,NC-SC
26	ElPaso,TX
27	Columbia,SC
28	Memphis,TN-MS-AR
29	Sacramento--Arden-Arcade--Roseville,CA
30	Seattle-Tacoma-Bellevue,WA
31	Cincinnati-Middletown,OH-KY-IN
32	McAllen-Edinburg-Mission,TX
33	Denver-Aurora-Broomfield,CO
34	Vallejo-Fairfield,CA
35	Philadelphia-Camden-Wilmington,PA-NJ-DE-MD
36	Charleston-NorthCharleston-Summerville,SC
37	Milwaukee-Waukesha-WestAllis,WI
38	Jackson,MS
39	SanJose-Sunnyvale-SantaClara,CA
40	Stockton,CA
41	Hartford-WestHartford-EastHartford,CT
42	Greenville-Mauldin-Easley,SC

43	Raleigh-Cary,NC
44	Bakersfield-Delano,CA
45	MyrtleBeach-NorthMyrtleBeach-Conway,SC
46	Minneapolis-St.Paul-Bloomington,MN-WI
47	Buffalo-NiagaraFalls,NY
48	NewHaven-Milford,CT
49	Bridgeport-Stamford-Norwalk,CT
50	Corpus Christi,TX

The map below shows the density and coverage of Vigilant's commercial LPR data. Red areas have higher concentrations followed by yellow and green.



Requirement: The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

Response: A summary of the number of unique records for each month over the last twelve (12) months is provided in the table below.

Month / Year	Unique Commercial Data Records
16-Dec	153,649,853
17-Jan	147,648,720
17-Feb	146,027,234
17-Mar	172,324,187
17-Apr	163,997,190
17-May	175,011,763
17-Jun	162,459,125
17-Jul	158,693,852

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



Requirement: The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

Response: All decisions regarding access to the system will be made at ICE in accordance with the CLEAR Administrator's Standard Operating Procedures Manual. LEARN access will require separate credentials and will be given to the users upon receipt of a user list from ICE. Authorized CLEAR users will have additional LEARN credentials generated. ICE may authorize only ICE users; ICE may not provide access to users from other agencies.

Requirement: Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

Response: ICE will assign their intended authorized users; no ORI will be needed.

Requirement: The ability to add new users or delete existing users within 24 business hours of ICE's request.

Response: To maintain consistency with the CLEAR contract, addition of new users or deletion of existing users will occur as soon as possible, but at no point longer than 24 business hours. Thomson Reuters will work with ICE regarding management of user population.

Requirement: Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

Response: The Thomson Reuters CLEAR contract includes a full-time Client Relationship Manager. Thomson Reuters will provide annual Agency Manager and System User training onsite at ICE facilities. User manuals will be provided as well as links to short videos uploaded to YouTube that demonstrate how to utilize some of the LEARN features. For CLEAR access, Thomson Reuters will also provide "Help Desk" support 24/7/365 via phone (877-242-1229), or support via email (clear@thomsonreuters.com).

Requirement: System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

Response:A "Forgot My Password" link will be included for users to reset any forgotten passwords upon any attempt to sign in. Customer support, including escalation, when appropriate regarding impact, will be available for other issues.

Requirement: Unlimited technical support to each user.

Response: Thomson Reuters will provide unlimited technical support 24/7 for each user of CLEAR. Vigilant will provide unlimited technical support 24/7 for each user of the LEARN platform.

Requirement: Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Response: CLEAR undergoes periodic updates for enhancements and updates. Thomson Reuters is certified to international standards, 27001 and 9001, assuring appropriate controls and processes to protect data and system integrity.

Vigilant will periodically update the user interface and mobile application. Besides regular updates to the software interfaces and mobile applications, Vigilant is committed to providing a top-tier hosting facility with Verio, a Microsoft Gold Certified Partner. This helps provide a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

FUNCTIONAL REQUIREMENTS

QUERY CAPABILITIES

Requirements: Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.

- The splash screen will appear at each logon event.
- The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
- The agency will provide the language for the splash screen content.

Response: Upon login to CLEAR, users must select from available options the applicable permissible use/purpose for the various regulations (e.g., DPPA). Included with direct access to the LEARN platform, Vigilant will provide a splash screen upon logging into the system that will describe the agency's permissible uses of the data and will require the user to affirmatively consent to these rules before proceeding. The ICE provided message will also be available via hyperlink.

Requirement: All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

Response: Included with direct access to the LEARN platform, we understand that all queries of the LPR data shall be based on a license plate number entered by the user. The data returned in response will be limited to the matches of that license plate number only within the specified period of time.

Requirement: The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

Response: The Vigilant user interface will allow a user to search only if a license plate is entered. (Specific functionality, e.g., Stakeout/Make-Model functionality, would need to be turned off in order to limit searching by license plate number only and to prevent searches by other methods.)

Requirement: The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

Response: Vigilant has a mandatory reason code field, and an optional free-text field of up to 255 characters. If awarded, Vigilant will make this a mandatory audit screen that the user must populate prior to any query. The audit screen includes the name of the requestor, case number, reason code, and the free-text field.

Requirement: The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

Response: Vigilant will require a user to indicate who is requesting the query. All information will be stored in audit logs.

Requirement: The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

Response: Vigilant will provide a free-text field of up to 255 characters for user to enter notes. This feature can be made mandatory for all queries or reports.

Requirement: The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).

- The query interface will have a field for the user to select or input the appropriate timeframe for the query.
- The system will display results only for LPR detection records within that timeframe

(e.g., only for the last 5 years).

- The system shall not run a query that lacks a time frame entered by the user.

Response: The LPR query will be limited to a time frame consistent with agency policy, e.g., five (5) years. The system also will block any queries that lack a time frame.

Requirement: The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

Response: The LEARN platform solution will provide direct query index look-ups. For example, plate ABC123 will always return records tagged as plate ABC123. We are 100% correct due to data being statically indexed by exact plate numbers. Note: While indexes are statically created, the image analysis to create the static index is still subject to an accuracy of less than 98% due to a number of items such as angle of LPR cameras, impacted snow on the plate, bent/damaged plate, partially obstructed view of plates, heavy snow or rain, etc.

Requirement: To ensure accuracy of information, the response to a query must include at least two photos on all hits.

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

- Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and sources of the record.

Response: In the LEARN platform, LPR cameras do not use visible light, such as a flashlight. The vehicles make, model, or color at night can be hard to identify. This is true for all LPR records in low ambient light conditions, which we cannot control. To help identify vehicles at night, Vigilant has developed a way to populate a daytime image within a nighttime image of a vehicle if the vehicle has been scanned during the day, so the user can quickly identify and confirm vehicle make, model, and color. In most states we can also identify vehicle make and model, by using additional information gathered from CarFax that is seamlessly integrated into the software. Although we can help identify a large number of nighttime records, we cannot do so for 100% of the records due to these circumstances, although a very high percentage can be identified with even nighttime images.

All LPR records will include two (2) images (one of the vehicle and one of the license plate). Printable reports will include images, Google map, Google satellite image, nearest address, nearest intersection, GPS coordinates and source of the record.

Requirement: The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

Response: Vigilant will insert a "misread" button on the detection view, which will generate a notification to Vigilant personnel. Vigilant will not modify data owned by third parties (e.g., plate images, third-party queries), because that data is the property of the collecting agency.

Requirement: The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

Response: Thomson Reuters and Vigilant value the trust placed in us by ICE and will not use or disclose any DHS information to other customers, business partners, or other individuals or entities. DHS will have the ability to accept additional LPR data that is collected by local and state law enforcement agencies across the country who are already Vigilant customers and reside on the LEARN hosted server. This could provide hundreds of millions more LPR scans available for ICE to search. Currently there are almost 500 million detection records that are collected by local and state LEAs. All shared LEA records are the intellectual property of the respective LEAs. Vigilant cannot edit or modify these records should there be a misread. If ICE accepts the LPR records from the LEAs, ICE does not have to share anything in return. All sharing controls are set, monitored, and maintained by ICE Agency Managers.

Requirement: The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Response: ICE's query data will not be used for commercial purpose by Thomson Reuters or Vigilant. Queries submitted by ICE will be stored only to maintain an audit log for the applicable platform.

ALERT LIST CAPABILITIES

Requirement: The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

Response: Included with direct access to the LEARN platform, Vigilant will provide an "Alert List" feature called "Hot-Plate". The hot-plate will be saved within the LEARN system and be compared to new records as they are loaded into the system's database. Any matches will generate a near real-time alert notification to the users with permissions to the hot-plate record.

Requirement: The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to share Alert Lists notifications between ICE users.

Requirement: The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or - entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in

the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to automatically match new detections against a user uploaded alert list. The notification will provide maps, images, GPS, date, time, and nearest address and cross street. The notification can be sent to multiple ICE users that are sharing the alert list for the specific investigations. DPPA applies only to the release of personal information from a state's department of motor vehicle (DMV) records. Vigilant's system does not interfere with DMV records. ICE may insert any information in the alert list. Subsequently, the data fields that may contain PII information are encrypted with AES256 encryption at rest, and only the owner of those records may see the values entered.

Requirement: The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose/investigation/operation for which the query was performed.

Response: Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make , model, color, and a reason code as a custom field and a comments section of up to 255 characters or less. Per ICE requirement, the mandatory fields for a single query (i.e., plate number, state, reason code, and free-text field) also will be mandatory for the alert list. The allowable number of alert list records per the system significantly exceeds the requirements of DHS, but ICE may dictate the maximum number of records allowable by their users.

Requirement: The Alert List function will include an automated capability that flags license plates for deconfliction.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to establish Alert List submissions, perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate. When a Hot-Plate is uploaded and it matches a record containing the same License Plate Number, State ID, Alert Type, Hot-List Source, and Agency Name, the user will be notified via a pop-up notice to contact the initial user who entered the identical record. The user will have the option to override the record or to cancel the upload. If warded, Vigilant will add an option for other agencies to allow their uploaded hot-plates to be used for deconfliction purposes by ICE, based solely on License Plate and State ID. Conversely, state and local LEAs will not know that ICE has a plate on an alert list.

Requirement: License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a

normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

Response: Included with access on the LEARN platform, any LPR detection matching an ICE Alert List will return to the iOS application, alerting authorized users of a positive match. All detections will be uploaded into LEARN for future reference or investigation by ICE. Vigilant will preserve commercial records indefinitely. Note that commercial data does not include query audit information, which is property of the government.

Requirement: Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will provide an ability to load an alert list with a one (1) year expiration time frame. Vigilant can implement an automatic one-year expiration for all alert records entered into the ICE account.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Included with access to the LEARN platform, all alert list activity will be captured for auditing reports and will include user name, date, time, reason code, notes, license plate number entry, deletion, renewal, and expiration from alert list.

Requirement: The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List, whichever happens first.

Response: Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list. Audit records are not altered when an alert plate expires.

MOBILE DEVICE CAPABILITIES

Requirement: The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

- Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant Mobile Companion software for iOS devices will allow a user to query the LPR database and return alerts for positive matches to a user-loaded alert list. The application will delete any saved data on the device after 60 days.

Requirement: The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Response: Thomson Reuters will coordinate with Vigilant and ICE regarding compliance of Vigilant's mobile application with any applicable privacy assessment prior to use.

AUDIT AND REPORTING CAPABILITIES

Requirement: The vendor shall generate an immutable audit log in electronic form that chronicles the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
- Date and time of query; and
- Results of the query.

Response: Available with access to the LEARN platform, any action on Vigilant's LEARN web interface or mobile application shall be fully auditable and shall not be disabled by the user. Vigilant maintains a complete audit record of every transaction, including date, time, user, IP address, and query parameters sufficient to reproduce the exact query. Audit records are property of ICE. The audit record contains information sufficient to reproduce the query, but the data returned by the query at a later time may produce different results due to LEA retention policies. LPR detection data belonging to Vigilant is held indefinitely and will always be returned by the query.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Batch query for alert lists requires the user to enter License Plate, State of Registration, Alert Type, and Upload Reason Code on Audit. ICE would have the ability to add requirements if they choose. Available with access to the LEARN platform, all Alert List activity shall be audited to capture user name, date and time, reason code, and user notes associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Requirement: The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon

request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

Response: Thomson Reuters will coordinate with Vigilant to provide requested audit reports. All reports can be exported in PDF format. Exact technical requirements and format for the audit report will be negotiated after contract award.

Requirement: The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

Response: Upon request, Vigilant shall retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to a user activity on the system for internal investigations and oversight.

Requirement: The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

Response: Neither Thomson Reuters nor Vigilant will use any audit trail data for any purpose other than those specified and authorized in the contract.

Requirement: The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

Response: With access to the LEARN platform, Vigilant can provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any time frame.

Requirement: The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

Response: With access to the LEARN platform, Vigilant will maintain audit logs for seven (7) years. Vigilant considers audit records as the property of the applicable law enforcement agency, in this instance, ICE. Vigilant does not access these records except under direction by the customer for purposes of customer support and does not share audit logs with any outside entities including law enforcement. If the contract is terminated, Vigilant will export/transfer any alert list data in machine-readable format to any storage medium or location specified by ICE. This transfer will occur within thirty (30) days of contract end.

Requirement: The vendor shall meet the following Key Performance Parameters (KPPs)/QCP

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Mean time between failure	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR	Results of a single LPR query	</= 5 seconds after

Response: Vigilant Solutions, Inc. has created a service that allows Law Enforcement Agencies the ability to utilize online License Plate Recognition (LPR) services and Data analytics for the purposes of research and investigations. This service requires strict up-time requirements, and this Quality Control Plan is intended to define how they will be calculated. Vigilant Solutions has a reliable track record of uptime; however, we cannot guarantee > 99% uptime. With the exception of scheduled outages, LEARN Hosted LPR Services will be accessible 24/7/365. We agree that downtime shall not eclipse (4) hours in any given month, with the exception of major upgrades or system migrations. We agree that the mean time between failures (MTBF) will not exceed a mean of 4,000 hours between failures. Vigilant's average LPR Query Response Time for a Single exact Plate is reliably fast; however, we cannot guarantee </= 5 seconds for each single search. For instance, quick response times for queries are contingent upon satisfactory internet connectivity, for which Vigilant does not have control in the ICE environment.

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- Certified Information System Security Professional (CISSP)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Internetwork Expert (CCIE)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Associate (CCDA)
- CompTIA A+, CompTIA i-Net+, CompTIA Security+
- Sun Certified System Administrator (SCSA)
- Microsoft Certified Systems Administrator (MCSA)
- Alteon Certified Administrator
- Solaris 8 System Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Red Hat Certified Engineer (RHCE)
- Microsoft Certified Professional (MCP)

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant's commitment to providing a top-tier hosting facility providing quality control. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality

Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

Uptime for LEARN Services:

In order to validate and track the uptime for LEARN Services, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the LEARN Average Uptime each month and after any outage (percentage). The calculation and recording of data will be defined on a revolving (12) month cycle. The data will be stored on an internal online document and made available upon request.

LEARN scheduled downtime:

In order to validate and track the LEARN scheduled downtime, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the total LEARN scheduled downtime each month (hours). The calculation and recording of data will be defined on a revolving month cycle. The data will be stored on an internal online document and made available upon request.

Mean time between failure (MTBF):

In order to validate and track the Mean time between failure (MTBF), Vigilant will record and calculate the Date-Time since last failure of LEARN services. The calculation will be based on operation time (hours) between when services became in a non-failed state to when services became in a subsequent failed state or current Date-Time. Vigilant will then calculate the mean time (hours) and base it on a revolving 12-month cycle. The data will be stored on an internal online document and made available upon request.

LPR Query Response Time (Single Plate):

In order to validate and track the LPR Query Response Time (Single Plate), Vigilant will record and calculate the 'Response Time' for each single plate query using our Plate-Search logging utility. The calculation will be based on when the LEARN Web Server(s) receives the plate request and delta in (seconds) between when LEARN Web Server begins to post LPR data. We must calculate the average time (seconds) on a revolving 12-month cycle with a calculation generated daily. The calculation will be based upon the entire LEARN spectrum for 'Plate-Search' functionality only and not user-specific queries. The data will be stored on an internal online document and made available upon request.

Thomson Reuters CLEAR:

While CLEAR's performance and reliability are typically consistent with the Key Performance Measures, West does not guarantee service levels.

Penalty/Withholding

Neither Thomson Reuters nor Vigilant agree to penalty or withholding of payment regarding performance measures.

C.5 is not identified/included in the Statement of Work

C.5 is not an identified/included item in the Statement of Work.

C.6 Promotion of the Contract

Requirement: The vendor may promote this contract to current ICE employees during the life of the contract. The offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

Any promotion of the contract to ICE employees or discussion about its capabilities will be within the parameters described in the RFQ and conducted within the normal course of business for Thomson Reuters.

C.7 News Releases

Requirement: News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

Thomson Reuters does not anticipate news releases, but would comply with the requirements for ICE approval.

C.8 License Type

Requirement: The vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The vendor shall not provide a named user license.

The CLEAR license granted for access to LPR is valid for up to the authorized number of ICE users. ICE may add or remove users within the applicable user limit for the offer. See the Additional Users provision in the terms below for information about adding users beyond the applicable offer limit.

Section II – Past Performance

Thomson Reuters considers our customer contracts proprietary, but we offer details of the current contract with DHS ICE as evidence of our past performance:

Reference	Required Information
Agency Name	Department of Homeland Security – Immigration & Customs Enforcement – Enforcement & Removal Operations and Homeland Security Investigations
Name/title of contact person	Contracting Officer: (b)(6);(b)(7)(C) Management/Program Analyst: (b)(6);(b)(7)(C) (b)(6);(b)(7)(C)
Customer Contact Phone	(202) 732- (b)(6);(b)(7)(C)
Customer Contact Email Address	(b)(6);(b)(7)(C)
Contract Number	HSCEMD-16-F-00003/ HSCEMD-17-F-0008
Contract Start Date	10/1/2015
Contract End Date	9/30/2020
Total Contract Value (including all options)	(b)(4)
Brief Description of Contract Requirements	CLEAR with Web Analytics, with person and phone batch searching capabilities, Real Time Incarceration and Arrest Records, and World-Check (HSI only)
Client Manager (or person reaching out to customer)	(b)(6);(b)(7)(C) 443-622-(b)(6); (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wed, 28 Feb 2018 17:05:57 +0000
To: (b)(6);(b)(7)(C)
Subject: 70CDR18P0000017 mod 1
Attachments: 70CDCR18P00000017 P00001.pdf, smime.p7s

(b)(6

Attached please find signed Mod 1.

Please let me know if you have any questions.

Kind regards,

(b)(6);(b)(7)(

. . . . . .

(b)(6);(b)(7)(C)

Client Relationship Manager

Thomson Reuters Special Services, LLC

M 443-622-(b)(6);(b)(7)(C)

This email contains information from Thomson Reuters Special Services, LLC. that may be sensitive and confidential. This message is to be used solely by the intended recipient. If you are not the intended recipient, then you received this message in error and are requested to delete it (and all copies). You are further requested to neither reproduce nor share the contents of this message with anyone except the intended recipient and are to notify the sender if this is an erroneous transmission. Your cooperation is appreciated.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 28, 2018 12:00 PM
To: (b)(6);(b)(7)(C)
Subject: DHS-ICE-ERO/HSI LPR mod

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	See Block 16C	192118FUGOPS12087.1	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
ICE/DCR			

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL MN 55164

CODE	1485082860000	FACILITY CODE	

(x) 9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18P00000017

10B. DATED (SEE ITEM 13) 12/22/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended. [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 148508286
Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);(
Email: (b)(6);(b)(7)(C)

Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Email: (b)(6);(b)(7)(C)

Contracting Officer: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);(
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF CONTRACTOR (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b)(6);(b)(7)(C)		Director, Finance (b)(6);(b)(7)(C)	
	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
	2/27/18	(Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6),(b)(7)(C) There is one (1) requisition associated with this modification: 192118FUGOPS12087.1 The purpose of this modification is as follows: 1) Exercise Option Period 1 (2/1/2018-1/31/2019) 2) Move the total funding (b)(4) from CLIN 0001 to CLIN 0002 3) Add funding in the amount of $(b)(4) (b)(4) to Industrial Security SOP 5) Add the following language to the SOW. C.9 Reporting In the event that TRSS or its partners discover or suspect misuse of the service by an individual, it should be reported to the COR or Contracting Officer as soon as practicable after the discovery but in no event later than 24 hours after discovery. All other prices, terms and conditions remain the same. Exempt Action: Y Sensitive Award: PII Discount Terms: Net 30 FOB: Destination Period of Performance: 12/22/2017 to 09/21/2020 Change Item 0001 to read as follows(amount shown is the obligated amount): 0001 Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Fully Funded Obligation Amount: (b)(4) Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION (b)(4),(b)(7)(E) Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
WEST PUBLISHING CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4),(b)(7)(E)				
	Period of Performance: 12/22/2017 to 01/31/2018 Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION	12	MO	(b)(4)	
	(b)(4),(b)(7)(E)				

Enclosure 1 - SBU Security Language to Industrial Security SOP

REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFED (SBU) CONTRACTS

SECURITY REQUIREMENTS

GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract 70CDCR18P00000017 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

PRELIMINARY DETERMINATION

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the ICE Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the

contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees, whether a replacement, addition, subcontractor employee, or vendor employee, shall submit the following security vetting documentation to OPR-PSU, in coordination with the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), "Questionnaire for Public Trust Positions" Form completed on-line and archived by applicant in their OPM e-QIP account.

2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by applicant in their OPM e-QIP account.

3. Two (2) SF 87 (Rev. March 2013) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**

4. Foreign National Relatives or Associates Statement. **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**

5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**

6. Optional Form 306 Declaration for Federal Employment **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**

7. Two additional documents may be applicable if applicant was born abroad and/or if work is in a Detention Environment. If applicable, additional form(s) and instructions will be provided to applicant.

Prospective Contractor employees who currently have an adequate, current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DoD CAF) or by another Federal Agency may not be required to submit a complete security packet. Information on record will be reviewed and considered for use under Contractor Fitness Reciprocity if applicable.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two years.

Required information for submission of security packet will be provided by OPR-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified via the COR.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by OPR-PSU along with other forms and instructions.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

REQUIRED REPORTS:

The Contractor will notify OPR-PSU, via the COR, of terminations/resignations of contract employees under the contract within five days of occurrence. The Contractor will return any ICE issued identification cards and building passes, of terminated/ resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, via the COR, a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to (b)(6);(b)(7)(C)

EMPLOYMENT ELIGIBILITY

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The

Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

INFORMATION TECHNOLOGY

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement.* Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon

initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

From: (b)(6);(b)(7)(C)
Sent: 15 Dec 2017 14:57:45 -0500
To: (b)(6);(b)(7)(C)
Subject: FW: Draft OPA statement on LPR solicitation

See OAQ request

(b)(6);(b)(7)(C)
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 2:51 PM
(b)(6);(b)(7)(C)
Subject: FW: Draft OPA statement on LPR solicitation

Cleared by (b)(6) as edited. Also, (b)(6); suggest that OAQ clear the language regarding the price negotiations.

From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 2:29 PM
(b)(6);(b)(7)(C)
Subject: FW: Draft OPA statement on LPR solicitation

All – please find below the final RTQ as cleared by Privacy. OPA plans to use this in response to media inquiries. Please advise of any edits/changes **NLT 3pm.**

Thanks,
(b)(

Statement:

U.S. Immigration and Customs Enforcement (ICE) is issuing a solicitation (provide link to SOW) to obtain query-based access to a commercially available license plate reader database, and anticipates awarding a single source, firm-fixed price contract for this service. Like most other law enforcement agencies, ICE uses information obtained from license plate readers as one tool in support of its investigations. ICE conducts both criminal investigations and civil immigration enforcement investigations. ICE is not seeking to build a license plate reader database, and will not collect nor contribute any data to a national public or private database through this contract.

Due to privacy concerns during a previous solicitation, in 2015, ICE completed a privacy impact assessment, which was used to create a framework for use of the technology. The privacy impact assessment will be updated prior to ICE's use of any license plate reader database, to reflect how the contract meets the established privacy requirements. The contract must comply with established privacy requirements outlined in the privacy impact assessment. These are the most stringent requirements known to have been applied for the use of this technology.

Additional background:

In 2014, ICE issued a similar solicitation that was cancelled over privacy concerns about the use of the technology. In 2015, ICE completed a privacy impact assessment and issued a second solicitation that was cancelled due to failed price negotiations.

ICE's Homeland Security Investigations (HSI) conducts criminal investigations into various forms of illicit activity, including human smuggling and trafficking; the smuggling of drugs, weapons and other contraband; transnational gangs; and child exploitation. ICE's Enforcement and Removal Operations (ERO) conducts targeted immigration enforcement in compliance with federal law and agency policy, focusing on individuals who pose a threat to national security, public safety and border security. However, all of those in violation of the immigration laws may be subject to immigration arrest, detention and, if found removable by final order, removal from the United States.

Q &A:

Q: What is the name of the service provider that ICE anticipates providing the service?
A: Vigilant

Q: What are the privacy requirements, in general?
A: As detailed in the SOW, the privacy requirements include: use of a logon splash screen that describes the agency's permissible uses of the system and data – with a requirement for users to consent to these rules before proceeding; auditing requirement for users to input a license plate number, a reason code, and identification number for the law enforcement case the query is associated with before making a query; limitations on the timeframe of the data that can be queried, in compliance with the PIA; guaranteed

accuracy of data with a margin of two percent; and assurance that ICE queries will not be provided to other system users or used for commercial purposes.

(b)(6);(b)(7)(C)
Public Affairs Officer/Spokesperson
U.S. Immigration and Customs Enforcement (ICE)
202-732-(b)(6); (b)(7)(C) (desk)
813-230- (cell)
www.ice.gov

From: Weinberg, Bill
Sent: 27 Dec 2017 14:58:08 -0500
To: (b)(6);(b)(7)(C)
Subject: FW: ICE LPR PIA
Attachments: PIA, ICE - License Plate Reader Update, 20171227, PRIV Final [Signed].pdf

FYI

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: Smith, Amber <(b)(6);(b)(7)(C)
Date: Wednesday, Dec 27, 2017, 2:45 PM
To: (b)(6);(b)(7)(C) Valerio, Tracey A (b)(6);(b)(7)(C) Weinberg, Bill (b)(6);(b)(7)(C)
Cc: Rahilly, Lyn M (b)(6);(b)(7)(C)
Subject: FW: ICE LPR PIA

All - The License Plate Reader PIA Update has been signed by the DHS Chief Privacy Officer. (It will be published on the DHS website soon.). I have distributed to HSI and ERO leadership, as well.

Please let me know if you have any questions.

Amber Smith
Privacy Officer
Information Governance & Privacy Office
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Sent with BlackBerry Work (www.blackberry.com)

Privacy Impact Assessment Update
for the

Acquisition and Use of License Plate Reader (LPR) Data from a Commercial Service

DHS/ICE/PIA-039(a)

December 27, 2017

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Abstract

The Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE) has procured query-based access to a vendor-owned commercial License Plate Reader (LPR) data service that stores recorded vehicle license plate data from cameras equipped with license plate reader technology. ICE uses LPR data from this service in support of its criminal and administrative law enforcement missions. In March 2015, ICE published a Privacy Impact Assessment (PIA) announcing ICE's intention to procure access to a commercial LPR database and describing the controls ICE would put in place to ensure the agency complies with privacy and civil liberties requirements when using the service. This PIA Update explains ICE's operational use of the service it has procured and describes the privacy and civil liberties protections that have been implemented by the agency and the vendor.

Overview

In March 2015, ICE published the DHS/ICE/PIA–039 "Acquisition and Use of License Plate Reader Data from a Commercial Service" PIA,[1] announcing its intention to procure access to a vendor-owned commercial LPR data service to be used by the ICE Offices of Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI). That PIA described the protective provisions that would be included in any executed contract to ensure privacy and civil liberties requirements would be implemented. ICE has now entered into a contract with a vendor to provide ERO and HSI with access to a commercial LPR database operated by a commercial partner. Under the terms of the contract, the primary vendor has clear accountability and oversight responsibility to ensure the commercial partner adheres to the requirements discussed throughout this PIA Update. (Hereinafter, the vendor and commercial partner are referred to collectively as "vendor".)

LPR data assists ICE in developing and validating criminal and administrative law enforcement leads based on the location of vehicles that are associated with ICE criminal and administrative investigations.[2] ICE does not take any enforcement action against an individual based solely on the results of a query. Rather, ICE uses information from the

[1] *See* https://www.dhs.gov/sites/default/files/publications/privacy-pia-ice-lpr-march2015.pdf.
[2] The principles and practices ICE adheres to when accessing and using LPR data are described in agency guidance titled, "Privacy Guidance: Agency Access to and Use of License Plate Reader Data and Technology", issued December 2017, from the ICE Office of Information Governance & Privacy.

LPR database to develop and corroborate other investigative information, including information from government systems. The commercial LPR database stores vehicle license plate numbers that are recorded from cameras equipped with LPR technology. The commercial database receives data from a variety of governmental and private sources, including:

- Toll road cameras;
- Parking lot cameras;
- Vehicle repossession companies; and
- Law enforcement agencies.[3]

The vendor compiles LPR records from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas[4] within the United States, to the extent that collection of LPR data is authorized by law in those jurisdictions. ICE does not contribute data to the commercial LPR database. Further, under the terms of the Contract, the commercial LPR vendor is not permitted to use any of ICE's query data, including photographs, for its own purposes or share information from ICE queries with other customers, business parties, or any other individual or entity without express permission from ICE.

Logging into the Database

ICE users (ERO officers, HSI agents, and certain support staff)[5] access the commercial LPR database via a web-based system. Before gaining access to the LPR service, ICE users must obtain a unique username and password and choose security challenge questions to assist in password recovery. Upon accessing the service, ICE users log in with their credentials and must agree to rules of behavior presented to them on a splash screen before they are permitted to query the database. ICE users must enter their username and password each time they access the LPR service, whether accessing via a computer or the mobile application.

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[3] For a discussion of the information that the LPR database stores, see the 2015 LPR PIA, p. 1.
[4] A metropolitan statistical area is defined in the contract as: "a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes."
[5] Support staff includes Law Enforcement Specialists, Enforcement and Removal Assistants, Mission Support Specialists, and Management and Program Analysts.

Querying the Database

All ICE queries of the commercial LPR database are based on known license plate numbers. The data returned is limited to matches of that license plate number within a defined time period. For ERO queries, all LPR queries are limited to a maximum 5-year timeframe, which is the approximate average length of time for vehicle ownership.[6] For HSI criminal investigations, the maximum timeframe will depend upon the statute of limitations for the particular crime being investigated. The service will not process any queries that do not specify a timeframe. The query interface also includes a mandatory drop-down field for ICE to select a "reason code" for the query from a pre-populated list (*e.g.,* criminal investigation).

To query the commercial LPR data service, authorized ICE users must provide a license plate number, the state of the license plate, a reason code, and the timeframe that ICE wants to query (*e.g.,* previous 90 days). ICE users must also complete a mandatory free-text field to reference the specific case for which the query was performed. This provides information for the user and, if applicable, an auditor, to determine what led to the particular query. ICE users enter identifying information about the subject into this field (*e.g.,* name and alien number), as well as any other helpful information. Finally, users must indicate whether they are entering data for themselves or for another individual. Because not all HSI agents or ERO officers have access to the commercial LPR data service, those without access may request that an ICE user query the database on their behalf. If so, the ICE user must enter the name of the agent or officer for whom the query is being entered.

An example of a query may be as follows:

- License plate number: ABC123
- State: Pennsylvania
- Reason code: Criminal investigation
- Querying for self or other person: Self
- Free-text: Subject name John Doe, case number 12345678
- Time frame: Previous 60 days

Based on the above query, the commercial LPR service searches its records for license plate related information (*i.e.*, photographs and location information) on the queried license plate number over the past 60 days. No other law enforcement agency or

[6] *See* https://www.kbb.com/car-news/all-the-latest/average-length-of-us-vehicle-ownership-hit-an-all_time-high/2000007854/.

commercial entity will have access to ICE query information. Furthermore, the vendor only retains ICE query information (including any PII) to maintain the audit log.

The commercial LPR service's mobile application also allows ICE users to query the database using photographs to auto-populate the license plate and state of registration fields. When ICE users conducting an investigation in the field encounter a vehicle for which they need to query the LPR database, they can take a picture of the license plate from within the mobile application and submit the photograph as part of the query. The commercial LPR service then uses Optical Character Recognition technology to translate the license plate number and the state of the license plate, and auto-populates these two fields within the query interface. ICE users still must manually enter the other required data elements (*e.g.,* reason code, timeframe) to complete the query. Pursuant to the terms of the Contract, the vendor only retains these pictures for audit purposes, and is not permitted to include them in its database for search purposes. Additionally, data within the mobile application is automatically deleted from the user's phone after 60 days if not manually deleted sooner.

LPR Service Search Results

The search results contain two photographs of the vehicle, the nearest address of where the LPR captured the license plate, Global Positioning System (GPS) coordinates, web-based interactive maps, the nearest intersection, date and time the license plate was captured, and source of the record. The vendor reports 100% accuracy on query matches to indexed data. For example, a search for plate XYZ-1234 will always return records tagged as XYZ-1234. There is a possibility that environmental or logistical factors (e.g., snow on plates, angle of camera) may cause an error in tagging. However, the requirement for two photographs in each search result serves to make any errors more readily apparent to users. Further, ICE personnel are alerted to these possibilities in training and have the ability to notify the vendor of any mistakes they discover during searching. Finally, ICE personnel are trained to verify any data they receive during the course of investigations before relying on it for enforcement purposes.

Alert lists

The Contract for the commercial LPR service requires the vendor to provide an "alert list" feature that enables users to save license plate numbers to be automatically queried against new records as they are loaded into the vendor's LPR data service.[7] Users

[7] The commercial LPR data service refers to license plates that have been added to alert lists as "Hot Plates."

may add a license plate to an alert list in one of two ways: 1) A user may batch upload up to 2,500 license plates to a single alert list[8] and 2) a user may assign an alert to a single license plate query, essentially creating a single plate alert list. For batch uploads, users must include, at minimum, the license plate number, state of registration, reason code, and free-text field, as in single-query searches.

Users may search an alert list for a particular license plate and share alert list notifications between other ICE users involved in a case. When ICE users add a license plate to an alert list with multiple license plates or create a single plate alert list, they choose who will be notified of any positive matches (*i.e.,* single user, group of users, or agency-wide), with the default option being single user notification. When a new record in the database matches a license plate on an alert list, the commercial LPR data service sends a near real-time notification via email to the user originating the alert list and to any ICE user that has been included by the original user in the notification group.

The LPR data service also automatically flags license plates on ICE users' alert lists for de-confliction. The service will send an email alert to an ICE user who attempts to add a license plate to an alert list if the license plate number, state of registration, and reason code are an identical match to an entry on another ICE user's alert list. For example, if Officer Smith wants to add license plate number XYZ-1234, registered in Wisconsin, with "criminal investigation" as a reason code to his alert list, and Agent Jones has an alert list that contains an exact match for this search, the LPR service will send an email alerting Officer Smith that Agent Jones already has this plate on his alert list.[9] This ensures that users are appropriately coordinating on cases and not duplicating efforts.

Each license plate number on an alert list is valid for one year unless the user removes the query before its expiration. The service prompts users two weeks prior to the expiration of a license plate number and requires the user to affirmatively indicate that there continues to be an operational need to keep the particular license entry on the alert list active, or be given the option to delete the license plate from the alert list. The service

[8] The system is being customized to limit ICE users to a maximum of 2,500 to comport with ICE policy. This upper limit supports operational efficiency by enabling one user to upload a large number of plates at the onset of accessing the database and/or related to different investigations at one time, and also supports larger operations, such as those run through ICE-led task forces. Alert list data is retained in audit logs, which are available to ICE personnel charged with ensuring proper use of the vendor database.

[9] There could be a valid reason why a license plate appears on more than one alert list. For example, Officer Smith may query the plate for immigration enforcement reasons, while Agent Jones is researching the plate for a criminal investigation.

grants the user one additional week after expiration to renew the entry in the alert list. If the user does not renew, the service removes the license plate number from the alert list.

All alert list activity is audited to capture: user name, date and time of the query, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list. Once the entry has either expired or an ICE user has removed it from the alert list, the data is no longer retained, except as part of the audit log.[10]

Web Access and Mobile Application

Under the terms of the Contract, ICE is able to access the LPR service via the vendor's web interface and via an iOS-compatible mobile application. Both the web interface and mobile application incorporate appropriate technical, administrative, and physical security controls to protect the confidentiality, integrity, and availability of the shared data.[11]

The mobile application allows authorized ICE users in the field to:

- Query the LPR data service by entering the license plate number and state of registration (or photograph, as described above), reason code, and other required data elements;
- Add returned positive matches into the alert list;
- Have quick access and recall of any queries and alert lists associated with the user or designated user group; and
- Share alert list notifications between authorized ICE users involved in a case.

[10] The audit logs referenced in the contract with the vendor are considered "records" under the Federal Records Act. The vendor is required to maintain these records on behalf of ICE throughout the life of the contract or for a maximum of seven (7) years, whichever is sooner. At the end of the contract, the vendor will extract, transfer, and load these records in a readable format to another storage medium or location specified by ICE. This transfer of records will occur no later than 30 days after the contract ends. After successful transfer, the vendor will ensure that all copies of the records (including any still-active alert list data) are securely deleted from all networks and storage media under its control, to include those belonging to its subcontractors, if applicable.

[11] The vendor is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems.

The vendor's application deletes any saved data on the mobile device after 60 days, if not already deleted manually by the user. Additionally, the mobile application conforms to all other privacy and performance requirements outlined in the Contract.

Individual Rights and Liberties

In the 2015 LPR PIA, ICE included a discussion of civil liberties concerns raised by the public, such as racial profiling, use of the technology at sensitive locations, and verifying the accuracy of LPR data before taking enforcement action.[12] ICE continues to value and abide by the relevant policies described in the 2015 PIA, as well as the December 2014 U.S. Department of Justice policy guidance entitled, "*Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity.*"[13]

ICE does not use the LPR data service to locate or track individuals who have no connection to ICE investigatory or enforcement activities. As discussed previously, ICE users may only submit queries using known license plate numbers to find information about vehicles connected to its law enforcement activities. If ICE determines that a queried license plate number does not relate to someone of interest in an ICE investigation, ICE personnel do not record, save, or print the search results for that vehicle. Furthermore, if a license plate on an alert list is determined to have no relation to a current ICE investigation, the ICE user who owns the alert list is required by policy to remove the plate.

Finally, ICE does not take enforcement action against any individual based solely on the information obtained from the vendor's LPR service. ICE personnel check the information against other investigative information, including information from government systems, before taking any action against the individual. It is critical for ICE users to compile the most accurate information in conducting a law enforcement investigation or enforcement activity, and in preparation for a criminal or administrative proceeding. Therefore it is necessary, as described below, to corroborate the LPR data prior to taking any action.

[12] For a full discussion of the individual rights and liberties issues raised in the original LPR PIA, see the 2015 PIA, pp. 4, 7-9.
[13] *See* https://www.justice.gov/sites/default/files/ag/pages/attachments/2014/12/08/use-of-race-policy.pdf.

Reason for the PIA Update

This PIA is being updated for two reasons: (1) to inform the public that ICE has procured access to a commercial LPR data service; and (2) to describe the privacy and civil liberties protections in ICE's contract with the vendor.

Privacy Impact Analysis

Authorities and Other Requirements

Legal Authorities

ICE is permitted to collect commercial LPR data in furtherance of its investigative and enforcement missions under numerous authorities, including various criminal and civil provisions in Titles 8, 18, 19, 21, and 31 of the United States Code (USC), and associated DHS regulations.

System of Records Notices (SORNs)

LPR records protected by the Privacy Act of 1974 that are obtained in support of ERO's immigration enforcement mission are covered by the DHS/ICE – 011 Criminal Arrest Records and Immigration Enforcement Records (CARIER) SORN.[14] This SORN notifies the public that data is obtained from commercial and public sources, among other sources, and prescribes permissible routine uses for the information.

LPR records protected by the Privacy Act of 1974 that are obtained in support of an HSI criminal investigation are covered by the DHS/ICE – 009 External Investigations SORN.[15] The SORN notifies the public that data is obtained from commercial data aggregators, among other sources, and prescribes permissible routine uses for the information.

Data Retention

ERO Hard Copy Records: ERO users can print relevant information from the commercial LPR data service and store hard copy files in the appropriate target folder. These hard copy

[14] *See* DHS/ICE – 011 Criminal Arrest Records and Immigration Enforcement Records (CARIER) (81 FR 72080, Oct. 19, 2016), *available at*: https://www.dhs.gov/system-records-notices-sorns.
[15] *See* DHS/ICE – 009 External Investigations (75 FR 404, Jan. 5, 2010), *available at*: https://www.dhs.gov/system-records-notices-sorns.

files are maintained for three years from the time the record was created, but longer retention is authorized if there is a justified business need (*e.g.,* ongoing investigation, pending litigation).[16] The cutoff point is the end of the calendar year in which the record was created, and the records are destroyed three years after the cutoff date.[17]

ERO Electronic Records: ERO users also enter relevant information into the narrative field in the Enforcement Alien Removal Module (EARM), a subset of the Enforcement Integrated Database (EID).[18] Records in EARM are maintained for 75 years. [19]

HSI Hard Copy Records: HSI stores hard copy records inside the relevant investigative case file. These files are retained onsite for 10 years, after which they are transferred to the Federal Records Center, and destroyed when they are 20 years old.[20] Longer retention may be authorized if there is a justified business need or if records are identified as permanent (e.g., because they have historical significance).

HSI Electronic Records: HSI enters LPR-related information into the Investigative Case Management (ICM) system.[21] ICM records are in the process of being scheduled. Until there is a records schedule approved by National Archives and Records Administration (NARA), ICE will treat these records as permanent.

Paperwork Reduction Act

Not applicable.

Characterization of the Information

With the acquisition of LPR data access from a commercial service, authorized ICE users can query the service by entering a known license plate number believed to be

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[16] ERO proposed the three-year retention period because records maintained in target folders are compilations of records from other sources (*e.g.,* Alien Files, public databases, online searches) that can be recreated as needed, and are also frequently updated. As information from these sources is updated, there is an operational need for the target folders to have the most recent information to support the process of locating and arresting the target alien.

[17] NARA Records Control Schedule DAA-0567-2015-0016-0001.

[18] *See* DHS/ICE/PIA – 015(b) Enforcement Integrated Database, *available at*:
(b)(7)(E)

[19] NARA Records Control Schedule DAA-0563-2013-0001-0006.

[20] NARA Records Control Schedule N1-036-86-001 (Item 161/3, INV-7b).

[21] *See* DHS/ICE/PIA – 045 ICE Investigative Case Management (ICM), *available at*
(b)(7)(E)

associated with a person of interest to ICE. If the license plate number entered by ICE matches a license plate in the LPR data service, a report is generated containing two photographs, allowing ICE to verify the license plate number and make/model of the vehicle. The vendor report also includes a map of where the vehicle was located, a satellite image, GPS coordinates for the closest address, nearest intersection of the vehicle's location, date and time the license plate was captured, and the source of the record (e.g., Delaware toll road camera). Any information contained in these reports can be manually entered into EARM, ICM, or a hard copy file – in other words, incorporated into the appropriate subject or case file with other relevant information. ICE does not take any action on an individual based solely on the results from an LPR query.

All LPR information that ICE uses in its investigative and enforcement operations is obtained from the commercial vendor described in this PIA. The vendor obtains the LPR data through the sources described above.[22]

The vendor reports 100% accuracy of matches between queries and indexed results. However, the following factors could result in errors during the indexing process:

- The angle of the LPR camera;
- Impacted snow on a plate;
- The scan of a bent and/or damaged plate;
- Plates that are partially obstructed;
- Heavy snow or rain; or
- Other items outside of the vendor's control.

To ensure ICE personnel are able to determine whether query results are relevant, the terms of the Contract require that the response to a query must include at least two photographs on all hits, and must meet the following requirements:

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.
- Query results must seamlessly integrate with web-based interactive maps. The printable report must show two different map views, the coordinates for nearest address and the nearest intersection.

[22] This includes toll road cameras, parking lot cameras, vehicle repossession companies, and law enforcement agencies.

- The vendor must provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (*i.e.*, license plate numbers or make/model mismatches).

Privacy Risk: There is a risk that the LPR commercial database could contain inaccurate information.

Mitigation: As discussed above, the vendor, which has provided similar services on a continual basis to other law enforcement agencies for more than five years, reports 100% accuracy or matches between queries and indexed results. For example, a search for plate XYZ-1234 will always return records tagged XYZ-1234. The vendor has also provided a mechanism for ICE to easily notify vendor personnel from within the query result if the results returned contain errors.[23] Finally, ICE does not take any enforcement action against an individual based solely on the commercial LPR data. ICE agents and officers are trained to verify all data and assess its relevance to their investigative and enforcement activities in light of other available data.

Privacy Risk: There is a risk that ICE collects more information than is necessary to fulfill its mission.

Mitigation: To determine whether information obtained from the commercial LPR data service is relevant to an investigation or enforcement matter, ICE users review all search results returned upon querying the database. If ICE users determine that certain records are not relevant, those records are not printed, saved, or stored. For example, some LPR images may display the environment surrounding a vehicle, which may include other drivers and passengers. ICE will not record any information or images of such individuals if they are not relevant to an investigation. As discussed below, ICE users must complete training to ensure that they use the LPR service appropriately, and are trained as law enforcement personnel to only consider and record relevant, accurate information.

Uses of the Information

ICE uses information from the commercial vendor to further its investigative and enforcement missions. ICE ERO and HSI use the information to identify, arrest, and

[23] For example, the LPR data service indicates that it found a match for New York license plate number ABC123 on a Toyota Camry. However, the photographs returned to ICE show a Nissan Altima with a different license plate.

remove aliens from the United States who pose a risk to public safety or national security (e.g., aliens with a criminal record, fugitive aliens, illegal re-entrants). HSI also uses the information to support its criminal investigations into national security threats, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography or exploitation, and immigration fraud. LPR data helps ICE develop viable leads based on the location of vehicles that are associated with ICE criminal and administrative law enforcement investigations.

ICE does not use the LPR data service to conduct electronic searches to discover or locate a predictive pattern or anomaly (i.e., for purposes of data mining), and no other DHS components have assigned roles, responsibilities, or access to the vendor's LPR data service.

Privacy Risk: There is a risk that individuals may use information from the commercial LPR data service for purposes beyond what is described in this PIA.

Mitigation: All ICE authorized users must complete training on the appropriate use of the service and LPR data before accessing the commercial LPR database. Additionally, all ICE employees are required to take mandatory training for data security, privacy, information assurance, and records management on an annual basis. In addition, the vendor provides training to ICE personnel on the use of the LPR data service.

Further, each time that ICE authorized users log into the LPR data service, they must agree to ICE terms and conditions set forth in a splash screen before performing a query. The splash screen describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules by clicking an online button before proceeding. The following rules apply to the splash screen:

- The splash screen appears at each logon event;
- The text on the splash screen is available to the user via a hyperlink within the main system interface (including the mobile application interface); and
- ICE users must affirm their understanding of the rules of behavior before they are able to complete the login process and commence a query.

The rules of behavior as presented to ICE users are as follows (paraphrased):

- ICE users must perform all queries using a license plate number and must provide certain information within the query to reference the specific criminal or administrative investigation for which the query was performed;
- ICE users must corroborate the information obtained from the commercial LPR database before taking enforcement action;
- ICE users are permitted to add license plates to alert lists only when they pertain to an ongoing criminal or administrative investigation;
- ICE users must remove license plates from alert lists when they no longer relate to a criminal or administrative investigation; and
- ICE users who violate the rules of behavior will be subject to penalties in accordance with ICE policy.

Finally, the vendor maintains immutable user-level audit logs on behalf of ICE that are made available to ICE Agency Managers, supervisors, or the ICE Office of Professional Responsibility (OPR) upon request. Agency Managers are federal employees responsible for:

- Adding, deleting, and managing users;
- Sending registration keys to new users;
- Maintaining user access request forms (electronic or hard copy); and
- Running usage reports within their Area of Responsibility (AOR).[24]

If ICE determines that personnel have used the system in an unauthorized manner, the user may be disciplined in accordance with ICE policy. Depending on the offense, such discipline could include revoking access to the commercial LPR database, a written reprimand, suspension, or termination of employment with ICE.

Privacy Risk: There is a risk that the commercial LPR database does not protect against unauthorized use, access, or loss of data.

Mitigation: ICE limits the number of users who are able to access the LPR data service and ensures that only those who need LPR data for their mission-related purposes are able to query the database. An Agency Manager must approve access before a user account is provisioned. Access to the LPR data service requires each user receive unique credentials for the web interface and mobile application. If users forget their password,

[24] Each AOR (e.g., New York City, Chicago) has a separate Agency Manager.

they must correctly answer a security question before getting a temporary password to access the LPR data service. This helps to ensure that only authorized users are able to query the database.

Additionally, all authorized users must complete the trainings discussed previously before being granted access to the service. If the vendor discovers that an individual has used the service in an unauthorized manner, it is required to notify ICE as soon as practicable after the discovery. ICE may also request user-level audit logs if there is an indicator of unauthorized activity. Any ICE personnel who have accessed the system without authorization or who used the database in an inappropriate manner may be disciplined, which may include revoking access to the database, suspension, or termination of employment.

Further, the vendor is required to report the suspected loss or compromise of ICE data (e.g., ICE user identities, audit trail data, ICE alert list data) including sensitive personally identifiable information (PII)[25] in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm, including any harm to ICE users. Specifically, the vendor must report any suspected loss or compromise of ICE data to the ICE Contracting Officer's Representative (COR) or Contracting Officer within one hour of the initial discovery, and must provide a written report to ICE within 24 hours.

Finally, the vendor is required to terminate user accounts within 24 business hours of receiving a request from ICE.

Notice

ICE previously provided notice of its intention to use a commercial LPR service in the 2015 LPR PIA, and now in this PIA Update provides a more detailed description to the public about the LPR data to which it has access using the vendor data service. Additionally, ICE SORNs provide public notice of broad categories of information that ICE collects in connection with mission-related activities.

[25] Sensitive PII is Personally Identifiable Information, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. *See* the DHS Handbook for Safeguarding Sensitive PII, at: https://www.dhs.gov/sites/default/files/publications/dhs%20policy%20directive%20047-01-007%20handbook%20for%20safeguarding%20sensitive%20PII%2012-4-2017.pdf.

Data Retention by the project

ICE users conducting queries may retain only the results they determine have relevance to their investigative and enforcement activities in the appropriate ICE investigative case file and/or target folder for the length of time prescribed by the applicable records schedule for that file. Once LPR data is incorporated into the appropriate ICE case file, it and other case file data may be queried and analyzed in other systems established to perform analysis in order to develop leads, such as locating targets and linking cases using location information. These capabilities are described in the EID and ICM PIAs, cited to earlier in this document. Also, the vendor does not retain any ICE query information, except to maintain the audit log.

ERO Retention

If the LPR data service displays results that are useful to ERO in its immigration enforcement mission, ERO users can print this information and store hard copy files in the appropriate target folder. These hard copy records are maintained for three years from the time the record was created, at which point they are destroyed, in accordance with the applicable records schedule approved by the NARA. Longer retention may be authorized if there is a justifiable business need. If ERO users enter any of this information into EARM, those electronic records are retained in EID for 75 years.

HSI Retention

LPR records stored in HSI hard copy case files are retained onsite for 10 years, after which they are transferred to the Federal Records Center, and destroyed when they are 20 years old. Longer retention may be authorized if there is a justified business need or if records are identified as permanent (e.g., because they have historical significance). LPR records stored in ICM are in the process of being scheduled. Until there is a records schedule approved by NARA, ICE will treat these records as permanent.

This update does not pose any new privacy risks related to data retention.

Information Sharing

ICE may share information obtained from the commercial LPR data service in a manner consistent with the Privacy Act of 1974 and DHS policy. Specifically, ICE may share this information with other entities such as the Federal Bureau of Investigation, U.S. Marshals Service, and state and local police departments in furtherance of criminal law

enforcement investigations conducted as part of a multi-agency task force in which those entities are participating. ICE may also share with other law enforcement agencies under the routine uses described in the applicable SORNs listed herein. The Contract explicitly prohibits the vendor from sharing any information provided by ICE for its own purposes, or to share the information with other customers, business partners, or any other entity.

This update does not pose any new privacy risks related to information sharing.

Redress

The right to request amendment of records under the Privacy Act of 1974 (5 U.S.C. §552a) is limited to United States citizens and lawful permanent residents. Executive Order No. 13,768 *Enhancing Public Safety in the Interior of the United States* (January 25, 2017) states: "Agencies shall, to the extent consistent with applicable law, ensure that their privacy policies exclude persons who are not United States citizens or lawful permanent residents from the protections of the Privacy Act regarding personally identifiable information.[26] This Executive Order precludes DHS from extending such rights by policy. Additionally, the Judicial Redress Act of 2015 (5 U.S.C. §552a note), which amended the Privacy Act, provides citizens of certain countries with access, amendment, and other redress rights under the Privacy Act in certain limited situations.[27]

As a result of Executive Order 13,768, DHS's "Mixed Systems Policy"[28] was rescinded by the DHS Privacy Office in its Privacy Policy Guidance Memorandum (April 25, 2017).[29] This changes the ability of aliens to access and correct their record maintained

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[26] The full text of Executive Order 13,768 can be found here: https://www.whitehouse.gov/the-press-office/2017/01/25/presidential-executive-order-enhancing-public-safety-interior-united.

[27] The foreign countries and regional organizations covered by the Judicial Redress Act, as of February 1, 2017, include the European Union (EU) and most of its Member States. For the full list of foreign countries and regional organizations covered by the Judicial Redress Act, please visit the U.S. Department of Justice website https://www.justice.gov/opcl/judicial-redress-act-2015.

[28] The DHS' "Mixed Systems Policy" extended most Privacy Act protections to visitors and aliens whose information was collected, used, maintained, or disseminated in connection with a mixed system of records (i.e., contains PII on U.S. citizens and lawful permanent residents, and non-U.S. citizens and non-legal permanent residents). Memorandum Number 2007-1, DHS Policy Regarding Collection, Use, Retention, and Dissemination of Information on Non-U.S. Persons.

[29] DHS Memorandum 2017-01: DHS Privacy Policy Regarding Collection, Use, Retention, and Dissemination of Personally Identifiable Information (April 25, 2017) (DHS Privacy Policy), available at https://www.dhs.gov/publication/dhs-privacy-policy-guidance-memorandum-2017-01. As the DHS Privacy Policy notes, Executive Order 13768, does not affect statutory or regulatory privacy protections that may be afforded to aliens, such as confidentiality rights for asylees and refugees, and individuals protected under 8 U.S.C. §1367. These laws operate independently of the Privacy Act to restrict federal agencies' ability to share certain information about visitors and aliens, regardless of a person's immigration status.

in a system of records at DHS, such as EARM or ICM. Individuals not covered by the Privacy Act or the Judicial Redress Act may request access to their records by filing a Freedom of Information Act (FOIA) request.

The DHS Privacy Policy Guidance Memorandum makes clear that DHS has an obligation as a data steward, separate and apart from the Privacy Act, to maintain accurate, relevant, timely, and complete records. Collecting, maintaining, using, and disseminating accurate information helps DHS to efficiently meet its operational goals, prevent waste, and improve outcomes. Failure to maintain accurate records serves to undermine efficient decision making by DHS personnel, and can create the risk of errors made by DHS and its personnel. To that end, the Privacy Division in the ICE Office of Information Governance & Privacy accepts records amendment requests from individuals not covered by the Privacy Act of 1974.

Privacy Risk: There is a risk that individuals will be unable to participate meaningfully in the use of their data as maintained in this system, or determine whether the system maintains records about them.

Mitigation: Because data obtained from the LPR data service is maintained for a law enforcement purpose, individuals' rights to be notified of the existence or non-existence of data about them, and to direct how that data may be used by ICE, are limited. Notification to affected individuals could compromise the existence of ongoing law enforcement activities and alert individuals to previously unknown investigations of criminal or otherwise illegal activity. This could cause individuals to alter their behavior in such a way that certain investigative tools, such as wiretaps or surveillance, will no longer be useful. Permitting individuals to direct the agency's use of their information would similarly interfere with the intended law enforcement use of the system. Nevertheless, the publication of this PIA Update and associated SORNs provides general notice about ICE's collection of information, and how that information is used.

Auditing and Accountability

Auditing of ICE's use of the commercial LPR database is done in two ways: (1) the vendor maintaining comprehensive audit trails; and (2) audits performed by the Agency manager, an ICE supervisor, or OPR.

The Audit Process

Any activity on the vendor's web interface or mobile application is fully auditable by ICE and cannot be disabled by the user. This includes all alert list activity. Under the terms of the Contract, the vendor must provide user-level audit reports to ICE upon request that include the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user; and
- Date and time of query.[30]

The vendor provides the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log allows for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate), and date/time. ICE is able to export all audit reports in electronic PDF or Excel.

The vendor does not use audit trail data for any purpose other than those specified and authorized in the Contract. Furthermore, the vendor provides quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any timeframe. The vendor maintains the audit logs for seven years. The vendor does not share the audit logs with any outside entities, including other law enforcement agencies. At the end of the Contract, the vendor will export/transfer any alert list data in machine-readable format to a storage medium or location specified by ICE within 30 days of the Contract's termination. Under the terms of the Contract, after successful transfer of these records, the vendor is required to delete all ICE data (including any audit log and still-active alert list data) from all networks and storage media under its control.

Training

Before being granted access to the vendor's LPR data service, authorized ICE users must complete training on the appropriate use of the service and LPR data. This supplements existing mandatory training required of all ICE personnel on data security, data privacy, information assurance, and records management.

[30] While results returned in response to the query are not retained in the audit logs, results would generally be able to be recreated by replicating the search using the logged query data.

The vendor provides initial training to authorized ICE users to orient personnel to the use of their system, including the "Help Desk" support related to the use, access, and maintenance of the system. The vendor also provides system training and "Escalation Procedures" for the Agency Manager, and will include procedures for resetting passwords. Finally, the vendor provides unlimited technical support to each user. Additionally, ICE requires all of its personnel who are permitted to access the commercial LPR data service to be trained on the nondiscriminatory use of the system containing the LPR data, and the agency's rules for acquiring and using the data, as described in the 2015 LPR PIA.

The vendor is required to support the comparison of user lists against training records to ensure the training requirement is met for all users. Regarding the alert list, users receive training on the importance of promptly removing license plate numbers from alert lists to avoid gathering LPR data without adequate justification. Finally, ICE personnel are trained to validate the LPR data against information in other government databases to which they have access. ICE authorized users do not take enforcement action solely based on the information they receive from the commercial LPR data service.

Access

ICE has agreed to limit the number of individuals who are able to access the commercial LPR database. Agency Managers ensure that only those who need LPR data for their mission-related purposes are able to query the data service. Any ICE personnel who have accessed the system without authorization or who used the database in an inappropriate manner may be disciplined, which includes revoking access to the database. Additionally, in the event that an authorized ICE user no longer requires access to the commercial database (e.g., the user has left the agency), an administrator in the user's AOR will promptly request deletion of the user's account and the vendor is required to comply within 24 business hours.

Information Sharing Agreements

ICE only shares information with agencies outside of DHS consistent with the Privacy Act, the routine uses it has published in the relevant SORNs (External Investigations and CARIER), and pursuant to information sharing agreements that specify permissible uses of the data. Any agreements by which ICE may share information received from the commercial LPR data service are reviewed by the program's Information Systems Security Officer, the ICE Privacy Division, the Office of the Principal Legal Advisor, key program stakeholders, the Program Manager, and when required by DHS Policy, to DHS for formal review. ICE Memoranda of Understanding (MOUs) clearly articulate who will access the shared information and how it will be used. If the terms of

existing MOUs are changed, addenda will be established and reviewed in the same manner as described above.

Responsible Officials

Amber Smith
Privacy Officer
U.S. Immigration and Customs Enforcement
Department of Homeland Security

Approval Signature

Original, signed copy on file with the DHS Privacy Office.

_____

Philip S. Kaplan
Chief Privacy Officer
Department of Homeland Security

From: Weinberg, Bill
Sent: 13 Dec 2017 15:28:09 -0500
To: (b)(6);(b)(7)(C)
Subject: FW: License Plate Reader (LPR) database access solicitation/award

Good to go!

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C) >
Date: Wednesday, Dec 13, 2017, 2:35 PM
(b)(6);(b)(7)(C)
Subject: RE: License Plate Reader (LPR) database access solicitation/award

Green light to proceed per COS (b)(6);(b) Thank you for running this up first!

From: (b)(6);(b)(7)(C)
Sent: Wednesday, December 13, 2017 1:30 PM
(b)(6);(b)(7)(C)
Subject: License Plate Reader (LPR) database access solicitation/award

For transmittal to (b)(6);(b)(7)(C) we are checking to see if there is any **pre-confirmation hearing sensitivity** to our posting the synopsis below regarding our acquisition of LPR access. We are trying to execute this order before a potential price increase from the vendor on December 22. We have funds from the program offices (ERO and HSI) to fund the order. Please advise soonest, as we would have to submit the required congressional notification by tomorrow to make the pricing deadline.

"Immigration and Customs Enforcement (ICE) is hereby issuing a combined synopsis/solicitation to obtain query-based access to a commercially available License Plate Reader (LPR) database. ICE is neither seeking to build nor contribute to a national public or private LPR database.

The NAICs code is 519190. ICE intends to award a firm-fixed price contract for this effort utilizing FAR Part 13 procedures. ICE expects to award a single contract as a result of the solicitation. The RFQ is anticipated to be a sole source procurement.

Due to the law enforcement sensitive nature of this requirement, a solicitation will not be made publically available; however, interested offerors may contact ICE with questions or concerns. All responsible interested offerors will be permitted an opportunity to demonstrate their ability to provide the required service."

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

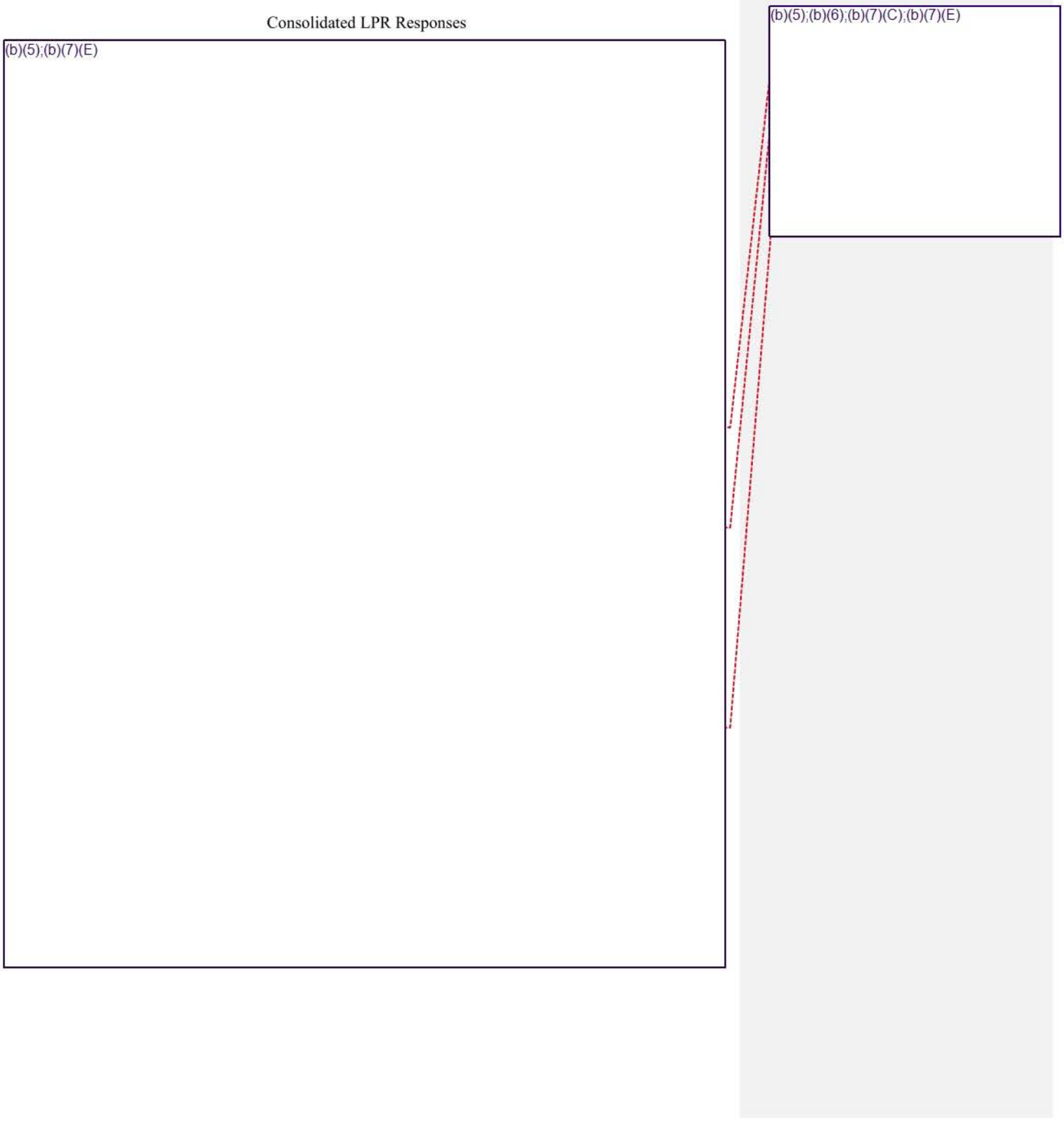
From: (b)(6);(b)(7)(C)
Sent: 21 Feb 2018 16:02:12 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: Consolidated NPR Responses
Attachments: Consolidated LPR Responses for NPR Questions (IGP JAH 02 21 2018).docx

Hi (b)(6);(b)(7)(C)

Attached is the latest version of the NPR responses for LPR information. There are a few outstanding questions in the comments section before we finalize everything. Please let me know if you have any questions in the meantime.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Office of Information Governance and Privacy
U.S. Immigration and Customs Enforcement
Desk: 202-732-(b)(6);
Mobile: 202-701-(b)(6);
Main: 202-732-(b)(6);

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/igp/privacy/Pages/index.aspx


Consolidated LPR Responses
(b)(5);(b)(7)(E)
(b)(5);(b)(6);(b)(7)(C);(b)(7)(E)


(b)(5);(b)(7)(E)
(b)(5);(b)(7)(E)


(b)(5);(b)(7)(E)
(b)(5);(b)(7)(E)

From: (b)(6);(b)(7)(C)
Sent: 5 Dec 2017 13:20:59 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: ERO Can Fund 3 Months - TRSS-LPR

Hi BJ

At this time, ERO can fund 3 months of the license plate reader contract at the "before 8 Dec 17" rate to get the effort started (70% of the monthly cost since HSI will cover the remaining 30%). Questions:

- Is HSI ready to fund as well?
- Who is/will be the COR for this contract (addition) so we have someone to reach out to for the G-514?

As I'm out this afternoon, Nicole Walker is copied above for cognizance and possible action.

Thanks!

w/r

(b)(6);(b)(7)(C)
(A)Deputy Assistant Director, Fiscal Management
Chief, Budget Execution
Enforcement and Removal Operations
Immigration and Customs Enforcement
(202) 732-(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Monday, November 27, 2017 4:01 PM
To: (b)(6);(b)(7)(C)
Subject: FW: TRSS-LPR

Please advise…thanks!

From: (b)(6);(b)(7)(C)
Sent: Monday, November 27, 2017 3:48 PM
To: (b)(6);(b)(7)(C)
Subject: FW: TRSS-LPR

I know the vendor is going to increase the price on this LPR data, but there is simply no funding available for this correct?

From: (b)(6);(b)(7)(C)
Sent: Monday, November 27, 2017 3:44 PM
To: (b)(6);(b)(7)(C)
Subject: FW: TRSS-LPR

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Monday, Nov 27, 2017, 15:13
To: (b)(6);(b)(7)(C)
Cc:
Subject: TRSS-LPR

Good Afternoon,
We wanted to provide you with an update on the LPR data through TRSS. TRSS has informed us that the price for subscription will go up if we cannot award before December 8. Please see the pricing comparisons below.

OAQ has been told by Privacy that we cannot use the service until January 1, however we can make award prior to January 1 to meet the pricing listed below. My understanding is that they believe the PIA will be approved sometime near 1/1/18.

In order for OAQ to make award by 12/8 we would need funding as soon as possible. We must send the notice to Congress by Thursday 11/30. Please let us know if you believe funding can be obtained by that time.

If ICE can award before 12/8

Period of Performance	Monthly Rate	Total Rate
10/01/2017 – 01/31/2019 (16 month period of performance)	(b)(4)	
02/01/2019 – 01/31/2020 (12 month period of performance)		
02/01/2020 – 09/30/2020 (9 month period of performance)		

After 12/8

Period of Performance	Monthly Rate	Total Rate

01/01/2017 – 01/31/2019 (13 month period of performance)	(b)(4)
02/01/2019 – 01/31/2020 (12 month period of performance)	
02/01/2020 – 09/30/2020 (9 month period of performance)	

Pricing covers all ICE users and departments, including but not limited to, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI). Access to LPR data is available as an open market item. LEARN/LPR data access is dependent upon the maintenance of the CLEAR subscription (contract ends September 30, 2020.)

If you have any questions please let us know.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6)
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 22 Feb 2018 17:54:17 -0500
To: (b)(6);(b)(7)(C)
Cc:
(b)(6);(b)(7)(C)
Subject: FINAL consolidated answers to NPR Questions on license plate readers

Hello all – below are the (hopefully) final consolidated answers for NPR on the LPR contract. I plan to send this to the reporter tomorrow (Friday) at noon unless there are any objections.

Thank you all for your input and coordination. Dani

(b)(5);(b)(7)(E)

(b)(5),(b)(7)(E)

(b)(5);(b)(7)(E)

From: (b)(6);(b)(7)(C)
Sent: Saturday, February 17, 2018 8:47 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NPR Questions on license plate readers

OAQ has one recommendation. The answer to question 6 should match the answer to question 9, "The audit logs will be provided to the ICE managers quarterly and the ICE OPR upon request."

Otherwise OAQ is good with the language in the attachment.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6)
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 11:39 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NPR Questions on license plate readers

ERO addressed their additional comments on the attached. HSI and OAQ just have a couple to clear/provide input on.

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 6:36 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NPR Questions on license plate readers

A few additional (minor) edits and comments. HSI, ERO, and OAQ – for awareness, some of my comments are asking for your input.

(b)(6);(b)(7)(C)
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)(6)

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 5:43 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NPR Questions on license plate readers

HSI input

(b)(6);(b)(7)(C)
Acting Chief of Staff
ICE-Homeland Security Investigations
Cell: (347) 992-(b)(6);(

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 1:50 PM
To: (b)(6);(b)(7)(C)

Cc: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Adding OPA input to the attachment

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 1:46 PM
(b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Adding (b)(6);(, please include him in your consolidated version with the questions in the attached when you forward.

Thanks.

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 1:43 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NPR Questions on license plate readers

Sorry, (b)(6 – Would you mind re-sending with the input I just provided incorporated?

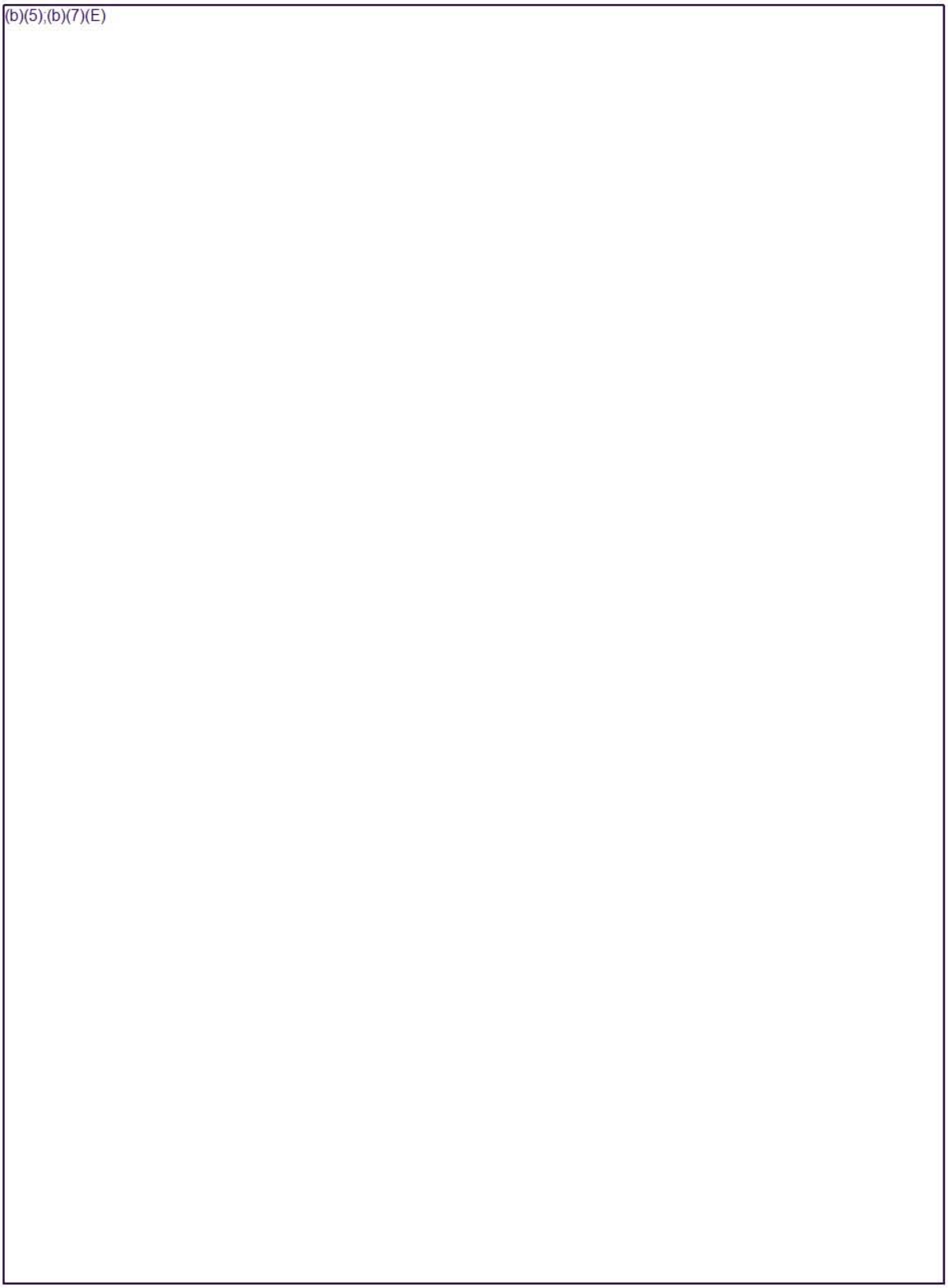
(b)(6);(b)(7)(C)
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6
Mobile: (202) 487-(b)(
Main: (202) 732-(b)(6)

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 1:41 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NPR Questions on license plate readers

Thank you, all! This is where we are with the responses I have received so far (OAQ and ERO), with OPA recommended edits, suggestions and questions highlighted:

(b)(5);(b)(7)(E)


(b)(5),(b)(7)(E)

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 1:20 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: NPR Questions on license plate readers

Good afternoon all –

Enforcement has reviewed the questions and provides the attached responses, with the concurrence of AD Price.

Please let me know if you require any follow up to the attached.

(b)(6);(b)(7)(C)
Detention and Deportation Officer / (a) DCoS
Enforcement Division
Criminal Alien Program
ICE Headquarters
Immigration and Customs Enforcement
Department of Homeland Security

Desk: 202-732-(b)(6); / Cell: 202-345-(b)(6);

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From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 12:48 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NPR Questions on license plate readers

Hi all – (b)(asked me to handle for IGP. If the plan is to respond to each question, I recommend we get draft responses together and walk through as a group. I'm copying (b)(6);(b so he can assist with providing proposed language on those we have information about.

(b)(6);(b)(7)(
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Mobile: (202) 487-(b)(6
Main: (202) 732-(b)(6

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 5:05 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NPR Questions on license plate readers

Adding (b)(6);(b

(b)(6);(b)(7)(
Assistant Director for Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6

Main: (202) 732-(b)(6)

Questions? Please visit the Information Governance & Privacy Office website at https://insight.ice.dhs.gov/mgt/igp/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 10:26 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: OPA: NPR Questions on license plate readers

(b)(6);(b)(7)(C) – despite my best efforts to talk this NPR reporter down from this story, she is pursuing it and has a number of questions (see below). I recommend we respond to the questions but decline the recorded interview as I see nothing to gain by doing this interview. I'll remind her that NPR did an extensive sit-down interview on ERO's enforcement priorities with EAD Albence that never aired.

What's the best way for me to get responses to these questions? Some of these are for contracting and some should have HSI weigh-in but the majority are ERO related or at least more interested in admin arrests.

Copying (b)(6); for HSI since I'm not sure who is the HSI POC on this.

Her deadline is tomorrow/early next week but I'm going to let her know that we'll need more time to respond and that we don't conduct interviews about law enforcement tools and techniques.

Thanks,
(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 14, 2018 8:37 PM
To: (b)(6);(b)(7)(C)
Subject: NPR Questions

Hi (b)(6);,

I finally had an opportunity to read through the DHS statement and the two sets of Privacy Impact Assessments (2017 & 2015) you sent along last week.

After going through them, I have a series of questions which I am including below but would ideally like someone to answer in a recorded radio interview. This is, after all, a story that will be broadcast across one of NPR's national flagship programs and having ICE equally represented in the story is imperative. Perhaps you can arrange for a conversation with Executive Associate Director Matthew Albence or Chief Privacy Officer Philip Kaplan? I'm happy to come either one of them at their earliest availability.

Here are some questions I've begun thinking about:

1. How much is DHS/ICE paying for access to the services and database provided by Vigilant Solutions? And, what is the length of the contract? When did it go into effect?

2. Page 11 of the 2017 PIA says: "users must complete training on the appropriate use of the service and LPR data before accessing the commercial LPR database…" When did agents receive this training? How long is the training? Is it still ongoing? On what date did it start? ("the vendor provides training to ICE personnel on the use of the LPR data service.")

3. How many ICE users have been authorized to access LPR data? And under what circumstances can a HIS or ERO officer have an ICE user query the database on their behalf?

4. Page 12 of the 2017 PIA says: "ICE users who violate the rules of behavior will be subject to penalties in accordance with ICE policy." What are those penalties?

5. Page 11 of the 2017 PIA says: "Each time that ICE authorized users log into the LPR data service, they must agree to ICE terms and conditions set forth in a splash screen before performing a query…. The text on the splash screen is available to the user via a hyperlink within the main system interface (including the mobile application interface) … Are ICE users actually presented with the language before being required to "affirm their understanding of the rules of behavior before they are able to complete the login process and commence a query?" Or do they simply click a box and move on?

6. Page 13 of 2017 PIA says: "If the vendor discovers that an individual has used the service in an unauthorized manner, it is required to notify ICE as soon as practicable after the discovery." How soon is that?

7. Page 14 of 2017 PIA says: "If the LPR data service displays results that are useful to ERO in its immigration enforcement mission, ERO users can print this information and store hard copy files in the appropriate target folder. These hard copy records are maintained for three years from the time the record was created, at which point they are destroyed, in accordance with the applicable records schedule approved by the NARA. Longer retention may be authorized if there is a justifiable business need. If ERO users enter any of this information into EARM, those electronic records are retained in EID for 75 years." How often does this happen? In what cases will this be true?

8. Page 6 of the 2015 PIA says: "the training will also encourage ICE personnel to reexamine their entire alert list on a regular basis, but at least annually." Is this true for the current version of the PIA?

9. How often will managers conduct audit trails? The 2105 report said quarterly if not more often but it's not clear if this was specified in the 2017 report.

10. Can ICE users upload license plate numbers into their "alert list" that belong to people whose documented status is about to change? For instance, the license plate numbers belonging to DACA recipients whose permits are about to expire?

11. Can DHS/ICE access data uploaded by local law enforcement agencies if they have opted out of the system? Are there any circumstances under which ICE can gain access?

12. How many local law enforcement databases does ICE have permission to access?

That's all I can think of for now.

Let me know if you need any additional information from me. I'd love to speak with someone by the end of the day Friday, though early next week would work too.

Best regards,
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 07, 2018 1:15 PM
To: (b)(6);(b)(7)(C)
Subject: License plate reader contrat statement

(b)(6);(b)(7)(C)

"U.S. Immigration and Customs Enforcement (ICE) has issued an award of a single source, firm-fixed price contract to obtain query-based access to a commercially available license plate reader database. Like most other law enforcement agencies, ICE uses information obtained from license plate readers as one tool in support of its investigations. ICE conducts both criminal investigations and civil immigration enforcement investigations. ICE is not seeking to build a license plate reader database, and will not collect nor contribute any data to a national public or private database through this contract.

"Due to privacy concerns during a previous solicitation, in 2015, ICE completed a privacy impact assessment which was used to create a framework for use of the technology. The privacy impact assessment was updated prior to ICE's use of any license plate reader database, to reflect how the contract meets the established privacy requirements. The contract must comply with established privacy requirements outlined in the privacy impact assessment. These are the most stringent requirements known to have been applied for the use of this technology."

Additional background:

In 2014, ICE issued a similar solicitation that was cancelled over privacy concerns about the use of the technology. In 2015, ICE completed a privacy impact assessment and issued a second solicitation that was cancelled due to failed price negotiations.

ICE's Homeland Security Investigations (HSI) conducts criminal investigations into various forms of illicit activity, including human smuggling and trafficking; the smuggling of drugs, weapons and other contraband; transnational gangs; and child exploitation. ICE's Enforcement and Removal Operations (ERO) conducts targeted immigration enforcement in compliance with federal law and agency policy, focusing on individuals who pose a threat to national security, public safety and border security. However, all of those in violation of the immigration laws may be subject to immigration arrest, detention and, if found removable by final order, removal from the United States.

Q: What is the name of the service provider that ICE anticipates providing the service?
A: Our contract is with West Publishing (TRSS) who has partnered with Vigilant to provide the service.

Q: What are the privacy requirements, in general?
A: As detailed in the SOW, the privacy requirements include: use of a logon splash screen that describes the agency's permissible uses of the system and data – with a requirement for users to consent to these rules before proceeding; auditing requirement for users to input a license plate number, a reason code, and identification number for the law enforcement case the query is associated with before making a query; limitations on the timeframe of the data that can be queried, in compliance with the PIA; guaranteed accuracy of data; and assurance that ICE queries will not be provided to other system users or used for commercial purposes.

Q: Has ICE already begun to use Vigilant's database?
A: Yes

Dani Bennett
National Spokesperson
Office of Public Affairs
U.S. Immigration and Customs Enforcement (ICE)
Desk: 202-732-(b)(6);(
Mobile: 813-230-(b)(6);(
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 6 Jun 2017 13:14:10 -0400
To: (b)(6);(b)(7)(C)
Subject: FW: LPR PIA Update

As discussed.

From: (b)(6);(b)(7)(C)
Sent: Thursday, June 01, 2017 12:25 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR PIA Update

Hi (b)(6);(

(b)(6);(b)(7)(C (the AD for IGP) and (b)(6);(b)(7)(C) (ICE Privacy Officer) recently spoke with (b)(6);(b)(7)(C) about this initiative. We're putting together a schedule right now to see if we can get the PIA published right before the end of FY17. We're not sure whether it's feasible, but we will be in touch throughout this process and will do our best to meet your deadline. In the meantime, I wanted to bring 2 issues to your attention that we've identified in this PIA.

(1) Could you go into detail about how ERO supervisors will audit officers' use of Vigilant? We want to make sure that ERO is using the database appropriately in accordance with the contract.
(2) When ERO personnel access the Vigilant database, there is a "splash screen" that pops up, where users must agree to certain terms before they can use the database. We want to confirm that ERO officers agree to these terms each time that they access Vigilant itself; simply agreeing to the CLEAR terms wouldn't be sufficient.

Thanks very much in advance, and please reach out with any questions.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 24, 2017 3:13 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR PIA Update

What can we do to get the PIA fast-tracked? Our EAD wants to get this functionality added to the contract as soon as funding is dropped.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, May 24, 2017 2:55 PM

To: (b)(6);(b)(7)(C)
Subject: RE: LPR PIA Update

Thank you (b)(6);(b)(

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Wednesday, May 24, 2017, 14:53
To: (b)(6);(b)(7)(C)
Subject: RE: LPR PIA Update

Hi (b)(6);(b

I discussed this with (b)(6);(b, and she said that the contract negotiations can continue, but that we cannot execute the contract until the PIA update has been published. I hope that helps.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);
Main: (202) 732-(b)(7)(

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Monday, May 22, 2017 2:42 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR PIA Update

Thank you, greatly appreciated!

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Monday, May 22, 2017, 14:32
To: (b)(6);(b)(7)(C)
Subject: LPR PIA Update

Hi (b)(6);(b

I'm also going to confer with my supervisor ((b)(6);(b) just to make sure that I gave you the correct information. I'll be in touch as soon as possible.

(b)(6);(b)(7)(C

Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732- (b)(6);(
Main: (202) 732- b)(7)(

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: 8 Dec 2017 16:13:33 -0500
To: (b)(6);(b)(7)(C)
Subject: FW: Please Approve - 192118FUGOPS12087
Attachments: 192118FUGOPS12087.pdf

BJ . . . ERO funded requisition for the TRSS LPR contract was sent to OAQ this afternoon.

w/r

(b)(6);(b)(7)(C)

(A)Deputy Assistant Director, Fiscal Management
Chief, Budget Execution
Enforcement and Removal Operations
Immigration and Customs Enforcement
(202) 732-(b)(6);(

From: (b)(6);(b)(7)(C) **On Behalf Of** MSD-FMU
Sent: Friday, December 8, 2017 2:33 PM
To: ICE Requisition Processing DC
(b)(6);(b)(7)(C)
Subject: RE: Please Approve - 192118FUGOPS12087

Good Afternoon,

Please process the attached G514:

From: (b)(6);(b)(7)(C)
Sent: Friday, December 08, 2017 12:21 PM
To: MSD-FMU
Cc: (b)(6);(b)(7)(C)
Subject: Please Approve - 192118FUGOPS12087

Please Approve.

Thank you,

(b)(6);(b)(7)(C), ***MPA***
Budget Execution Unit (BEU)
Enforcement & Removal Operations (ERO)
Immigration & Customs Enforcement (ICE)
Department of Homeland Security (DHS)
Office: (202) 732-(b)(6
Email: (b)(6);(b)(7)(C)
500 12th Street SW| Washington, DC 20024

OSD Fiscal Management Sharepoint Site

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER
192118FUGOPS12087

2. DATE
08-DEC-2017

3. ACTIVITY SYMBOL
See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET, NW
(b)(6);(b)
WASHINGTON, DC 20536

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-DRO/ERO-FHQ-CED
(b)(6);(b)(7)(C)
(202) 732-(b)(6)
500 12TH STREET SW
WASHINGTON, DC 20536
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFGR., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12
	TRSS-LPR INITIAL 3 MONTH FUNDING DUE TO CR	1	EA	(b)(4)		
	TRSS-LPR INITIAL 3 MONTH FUNDING DUE TO CR	1	EA			

Justification:

TRSS-LPR FOR 16 MONTH PERIOD OF PERFORMANCE; PROVIDING INITIAL 3 MONTH FUNDING DUE TO CR.
SOLICITATION #70CDCR18R00000001.
CONTRACT POP 12/18/17 - 03/17/18 FUNDED POP 12/18/17 - 03/17/18

Recommended Vendor: 411426973
WEST, A THOMSON REUTERS BUSINE
PO BOX 64833
SAINT PAUL, MN 55164
Phone: 651244(b)(6)
Contact: (b)(6);(b)(7)(C)

13. SIGNATURE OF APPROVING OFFICIAL	Date	14. TITLE OF APPROVING OFFICIAL
(b)(6);(b)(7)(C)	08-DEC-2017	MGMT & PROG ANAL

24. SIGNATURE OF FUNDING OFFICIAL	Date	25. TITLE OF FUNDING OFFICIAL	15. TOTAL
(b)(6);(b)(7	08-DEC-2017	MGMT & PROG ANAL	(b)(4)

16. KEY TO ACTION CODE			
S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)

17. DATE RECEIVED	19. PURCHASE ORDER	
	DATE	NUMBER
18. APPROVED		

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE

INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requistioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix(e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom)(e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M; lb., cwt, ton: bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.)
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: **192118FUGOPS12087**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
NONE000	000	E3	34-31-00-000	18-06-0400-30-10-00-00	GE-25-14-00	000000	(b)(4)
NONE000	000	E2	35-49-00-000	18-06-0400-40-10-00-00	GE-25-14-00	000000	

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
E3	2018	7080540		(b)(4)
E2	2018	7080540		

From: (b)(6);(b)(7)(C)
Sent: 22 Dec 2017 14:24:12 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: 70CDCR18P00000017
Attachments: 05.01_70CDCR18P00000017.pdf

TRSS/West,

Please see attached award document 70CDCR18P00000017. Please review, sign, and send back to myself and (b)(6);(b)(7)(C) for full execution.

Please contact me if there are any questions.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
See Schedule	1	52

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
		70CDCR18P00000017	70CDCR18Q00000005	12/15/2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	(b)(6);(b)(7)(C)	2027322120	ES

9. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 519190
SIZE STANDARD: $27.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
	Net 30		☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE ICE/ERO

ICE Enforcement & Removal
801 I Street, NW
(b)(6);(b)(7)(C)
Washington DC 20536

16. ADMINISTERED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

17a. CONTRACTOR/ OFFEROR CODE 1485082860000 FACILITY CODE

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL MN 55164

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE ICE-ERO-FHQ-CED

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Attn: ICE-ERO-FHQ-CED
Williston VT 05495-1620

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 148508286 Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6) Email: (b)(6);(b)(7)(C) Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6) Email: (b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6) *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
(b)(4)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☒ 29. AWARD OF CONTRACT: ____ OFFER DATED 12/22/2017. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		(b)(6);(b)(7)(C)	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Email: (b)(6);(b)(7)(C) There are two (2) requisitions associated with this award: 192118FUGOPS12087 and 192118FLMURQ0008. This purchase order is for West Publishing Corporation to provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States. The specific requirements are detailed in the Statement of Work attached. All services shall be performed in accordance with the attached Statement of Work (SOW), West Publishing's Technical Quote (dated 12/22/2017), and West Publishing's Price Quote. West Publishing Corporation's price quote and technical quote are included as an attachment to this purchase order. Funding in the amount of (b)(4) is being allotted to this purchase order award to fund CLIN 0001 for the Base Period of services. All other CLINS are optional CLINs and will be funded at the time they are exercised. The terms and conditions of this purchase order Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	apply only to the purchase order resulting for ICE solicitation 70CDCR18Q00000005. Exempt Action: Y Sensitive Award: PII Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Requisition No: 192118FLMURQ0008, 192118FUGOPS12087 (b)(4),(b)(7)(E) Period of Performance: 12/22/2017 to 01/31/2018				(b)(4)
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Accounting Info: Funded: (b)(4) Period of Performance: 02/01/2018 to 01/31/2019	12	MO	(b)(4)	
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) Continued ...	12	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 05/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2019 to 01/31/2020				
0004	Option Period 3 - 02/01/2020 - 09/30/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 08/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2020 to 09/30/2020 Invoice Instructions: ICE - ERO/HSI Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • (b)(6),(b)(7)(C) • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email. b) USPS: Continued ...	8	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

ATTN: ICE-ERO-FHQ-CED

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

c) Facsimile:

Alternative Invoices shall be submitted to: (802)-288-7658

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.
Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.
2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

verification before payment can be processed;

(ii). Dunn and Bradstreet (D&B) DUNS Number;

(iii). Invoice date and invoice number;

(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;

(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;

(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vii). Terms of any discount for prompt payment offered;

(viii). Remit to Address;

(ix). Name, title, and phone number of person to resolve invoicing issues;

(x). ICE program office designated on order/contract/agreement and

(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)

(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.

3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.

(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

(iii) Use shredders when discarding paper documents containing Sensitive PII.

(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at

(b)(7)(E)

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	f for more information on and/or examples of Sensitive PII. 5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6),(b)(7)(C) The total amount of award: $(b)(4) The obligation for this award is shown in box 26.				

Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database to support its criminal and immigration law enforcement missions. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE immigration enforcement personnel will query the LPR database using known license plate numbers associated with subjects of their immigration enforcement activities, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries will assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**
    - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office

of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and source of the record.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The Alert List function will include an automated capability that flags license plates for de-confliction.
- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
  - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
  - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
  - Date and time of query; and
  - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.7. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.8. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

Quality Assurance Surveillance Plan (QASP)
License Plate Reader (LPR) Data Service

NOTE: The Government reserves the right to revise or change the QASP as determined by the Government to ensure quality service and deliverables over the course of the contract.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The Contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

c. Other Key Government Personnel - Immigration and Customs Enforcement (ICE) National Fugitive Operations Program Headquarters Staff or Federal employees as designated by the COR and/or CO.

All Point of Contact's information will be released upon award.

3. PERFORMANCE STANDARDS

Performance standards define desired services. The Contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance

standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply to each month of performance.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of LPR Query	Result of LPR query after entered in end-user-computing device	</= 5 seconds after submission

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Government Documentation Criteria
LPR Data Service and Technical Support	4.11.1 4.11.2 4.11.4 4.11.5	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Overall Support Service	4.4 4.10	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the Transition In period.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Results of LPR Query	4.5.3 4.6.2	Length of time for Results of LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is available upon request to the Contracting Officer.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

_____

Signature – Contracting Officer's Representative

_____

Signature – Contracting Officer

ATTACHMENT 3:
TERMS AND CONDITIONS

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision.

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means.

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in.

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

52.212-1INSTRUCTIONS TO OFFERORS. COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show.

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to.

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by.

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2EVALUATION. COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Technical Approach
II. Past Performance
III. Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS. COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology".

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern".

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American.Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for

award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other _____.

(5) Common parent.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that.

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

FAR 52.212-4CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

☐ [Reserved]

☒ 52.204-14 Service Contract Reporting Requirements (OCT 2016)

☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

☐ [Reserved]

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)

☐ Alternate I (JAN 2011)

☐ [Reserved]

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ Alternate II (NOV 2011)

☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

☐ Alternate I (OCT 1995)

☐ Alternate II (MAR 2004)

☒ 52.219-8 Utilization of Small Business Concerns (NOV 2016)

☐ 52.219-9 Small Business Subcontracting Plan (JAN 2017)

☐ Alternate I (NOV 2016)

☐ Alternate II (NOV 2016)

☐ Alternate III (NOV 2016)

☐ Alternate IV (NOV 2016)

☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

☒ 52.219-14 Limitations on Subcontracting (JAN 2017)

☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)

☐ 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☐ 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☒ 52.222-3 Convict Labor (JUN 2003)

☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)

☒ 52.222-21 Prohibition of Segregated Facilities (APR 2015)

☒ 52.222-26 Equal Opportunity (SEPT 2016)

☒ 52.222-35 Equal Opportunity for Veterans (OCT 2015)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

☒ 52.222-37 Employment Reports on Veterans (FEB 2016)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

☐ 52.222-50 Combating Trafficking in Persons (MAR 2015)

☐ Alternate I (MAR 2015)

☒ 52.222-54 Employment Eligibility Verification (OCT 2015)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

☐ Alternate I (MAY 2008)

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)

☐ 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)

☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)

☐ Alternate I (OCT 2015)

☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)

☐ Alternate I (JUNE 2014)

☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)

☐ Alternate I (JUNE 2014)

☒ 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ 52.223-20 Aerosols (JUN 2016)

☐ 52.223-21 Foams (JUN 2016)

☒ 52.224-3 Privacy Training (JAN 2017)

☐ Alternate 1 (JAN 2017)

☐ 52.225-1 Buy American – Supplies (MAY 2014)

☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)

☐ Alternate I (MAY 2014)

☐ Alternate II (MAY 2014)

☐ Alternate III (MAY 2014)

☒ 52.225-5 Trade Agreements (OCT 2016)

☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)

☐ 52.232-30 Installment Payments for Commercial Items (JAN 2017)

☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

☐ 52.232-36 Payment by Third Party (MAY 2014)

☐ 52.239-1 Privacy or Security Safeguards (AUG 1996)

☐ 52.242-5 Payments to Small Business Subcontractors (JAN 2017)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

☐ 52.222-41 Service Contract Labor Standards (MAY 2014)

☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)

☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

☐ 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)

☐ 52.237-11 Accepting and Dispensing of $1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

_X_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause—

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_X_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-71 Contractor Employee Access.

____Alternate I

__X_ Alternate II

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ 3052.219-70 Small Business Subcontracting Plan Reporting.

_X_ 3052.219-71 DHS Mentor Protégé Program.

I. HSAR Clause
3052.204-71 Contractor employee access (SEP 2012), and Alternate I
Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d)
Information Technology Security and Privacy Training (MAR 2015)

II. IGP Privacy and Records Provisions
PRIV 1.2: Reporting Suspected Loss of Sensitive PII
PRIV 1.3: Victim Remediation Provision

REC 1.2: Deliverables are the Property of the U.S. Government
REC 1.3: Contractor Shall Not Create or Maintain Unauthorized √Records
REC 1.4: Agency Owns Rights to Electronic Information
REC 1.5: Comply with All Records Management Policies√
REC 1.6: No Disposition of Documents without Prior Written Consent√
REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors

PRIV 1.2: Reporting Suspected Loss of Sensitive PII:
Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision:
The Contractor is responsible for notification of victims in the event of a loss or compromise of Sensitive PII, ***if any,*** held by the Contractor, its agents, and Subcontractors, under this contract. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to the query data it inputs into the LEARN database (e.g. Audit Logs, Searches, Hotlist, etc.) Notwithstanding the above, no title to Vigilant's LEARN database or software will transfer to ICE in the performance of the contract.

(End of clause)

REC 1.5: Comply with All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors
The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees
Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. *Reserved – Deleted in accordance with clause prescription*

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) ***Reserved – Deleted in accordance with clause prescription***

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy

concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

Attachment 5: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018	1.4	*	(b)(4)	
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019	12	MO		
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020	12	MO		
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020	8	MO		
			Total	
Additional Pricing Explanation: *Contract start date will be 12/21/2017; however, West billing is systematically				

Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Technical Response – Revision 2

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

(b)(6);(b)(7)(C)

SUBMITTAL DATE:

December 22, 2017

SUBMITTED BY

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Source Selection Sensitive

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Contents

INTRODUCTION 1

SECTION I – TECHNICAL APPROACH 2

C.4 RESPONSES TO PERFORMANCE REQUIREMENTS 2

Data Service Content/Scope 2

User Management and Support 5

Functional Requirements 7

Query Capabilities 7

Alert List Capabilities 10

Mobile Device Capabilities 12

Audit and Reporting Capabilities 13

C.5 IS NOT IDENTIFIED/INCLUDED IN THE STATEMENT OF WORK 16

C.6 PROMOTION OF THE CONTRACT 17

C.7 NEWS RELEASES 17

C.8 LICENSE TYPE 17

SECTION II – PAST PERFORMANCE 18

Introduction

Thomson Reuters has a long history of commitment to meeting the informational needs of the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), and we seek to maintain and expand that relationship in responding to the current Request for Quote for access to a License Plate Reader database.

Through the combination of comprehensive and reliable data, technology, and expertise in how public records and related information can benefit government objectives, Thomson Reuters, with our partner, Vigilant Solutions, is uniquely positioned to help ICE meet your agency's diverse challenges with our subscription services.

Based on conversations with ICE personnel about the specific investigative needs of ICE, Thomson Reuters can provide access to license plate reader data via a hyperlink to the LEARN platform through the CLEAR platform. Providing access to the data through CLEAR provides reassurance to ICE, by virtue of existing agreed-upon terms and auditing requirements, per agency mandate. This offer also provides access to LPR through Vigilant's LEARN platform, which is maintained and supported by Vigilant.

The Thomson Reuters CLEAR team has been successfully supporting DHS's investigative research needs and initiatives since the agency's inception. We are proud to support the DHS and look forward to continuing our long-standing partnership.

Section I – Technical Approach

C.4 Responses to Performance Requirements

In this section of our response, we respond directly to the Performance Requirements in the Statement of Work of the RFQ. The information presented here is considered proprietary and confidential.

DATA SERVICE CONTENT/SCOPE

We propose access to License Plate Reader (LPR) data via hyperlink from Thomson Reuters CLEAR to Vigilant Solutions' (Vigilant's) LEARN platform.

Requirement: The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.

Response: The offered LPR data is collected from various toll roads, parking lot/garages, repossession vehicles and law enforcement agencies nationwide.

Requirement: The LPR data service shall include substantial unique LPR detection records.

Response: Vigilant's database currently has hundreds of millions of unique detection records from commercial sources. Besides LPR records from commercial sources such as parking garages, tolls and asset recovery vehicles Vigilant also has a large network of local and state law enforcement agencies (LEAs) across the country. This network of LEAs has the ability to share their LPR records with ICE – regardless of their LPR hardware provider. All LEA detection records are the intellectual property of the LEA and all retention times and permissions on these records are set by those agencies. Vigilant only hosts and maintains those records.

Requirement: The LPR data service shall compile LPR records from at least 25 states and 24 of the top thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

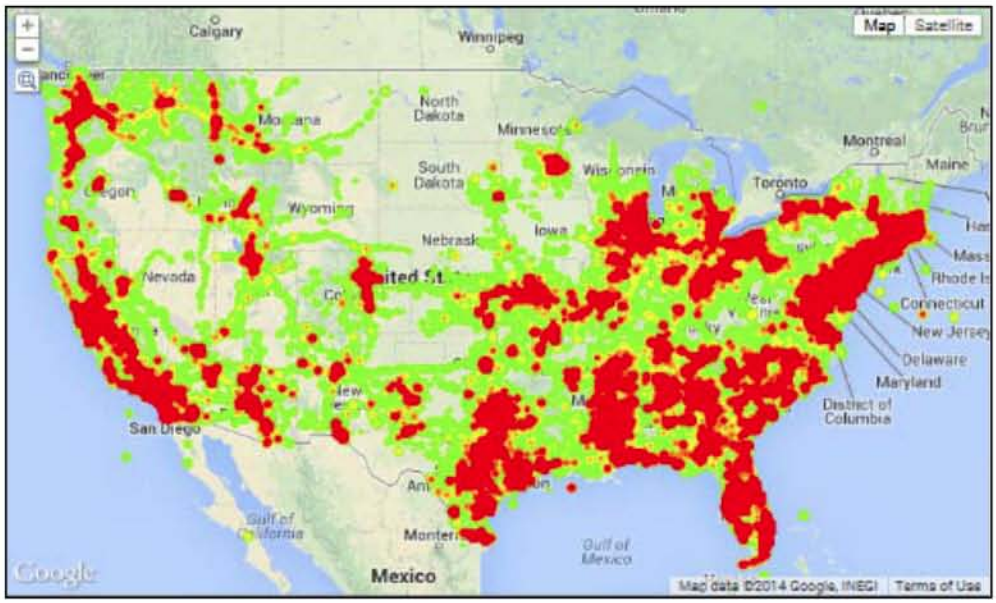
Response: Forty-seven (47) states, the District of Columbia, and Puerto Rico have commercial LPR scan records. (Hawaii, Maine, and Vermont do not.)

A list of the most populous 50 metropolitan areas in the US with commercial LPR data is provided below and exceeds the minimum requirement by DHS. Additional locations can be provided upon request.

Number	Metro Area
1	NewYork-NorthernNewJersey-LongIsland,NY-NJ-PA
2	LosAngeles-LongBeach-SantaAna,CA
3	Dallas-FortWorth-Arlington,TX
4	Chicago-Joliet-Naperville,IL-IN-WI
5	Houston-SugarLand-Baytown,TX
6	Washington-Arlington-Alexandria,DC-VA-MD-WV
7	Phoenix-Mesa-Glendale,AZ
8	Miami-FortLauderdale-PompanoBeach,FL
9	Riverside-SanBernardino-Ontario,CA
10	SanAntonio-NewBraunfels,TX
11	Baltimore-Towson,MD
12	SanDiego-Carlsbad-SanMarcos,CA
13	Atlanta-SandySprings-Marietta,GA
14	KansasCity,MO-KS
15	VirginiaBeach-Norfolk-NewportNews,VA-NC
16	SanFrancisco-Oakland-Fremont,CA
17	Austin-RoundRock-SanMarcos,TX
18	St.Louis,MO-IL
19	Cleveland-Elyria-Mentor,OH
20	Richmond,VA
21	Orlando-Kissimmee-Sanford,FL
22	LasVegas-Paradise,NV
23	Columbus,OH
24	Tampa-St.Petersburg-Clearwater,FL
25	Charlotte-Gastonia-RockHill,NC-SC
26	ElPaso,TX
27	Columbia,SC
28	Memphis,TN-MS-AR
29	Sacramento--Arden-Arcade--Roseville,CA
30	Seattle-Tacoma-Bellevue,WA
31	Cincinnati-Middletown,OH-KY-IN
32	McAllen-Edinburg-Mission,TX
33	Denver-Aurora-Broomfield,CO
34	Vallejo-Fairfield,CA
35	Philadelphia-Camden-Wilmington,PA-NJ-DE-MD
36	Charleston-NorthCharleston-Summerville,SC
37	Milwaukee-Waukesha-WestAllis,WI
38	Jackson,MS
39	SanJose-Sunnyvale-SantaClara,CA
40	Stockton,CA
41	Hartford-WestHartford-EastHartford,CT
42	Greenville-Mauldin-Easley,SC

43	Raleigh-Cary,NC
44	Bakersfield-Delano,CA
45	MyrtleBeach-NorthMyrtleBeach-Conway,SC
46	Minneapolis-St.Paul-Bloomington,MN-WI
47	Buffalo-NiagaraFalls,NY
48	NewHaven-Milford,CT
49	Bridgeport-Stamford-Norwalk,CT
50	Corpus Christi,TX

The map below shows the density and coverage of Vigilant's commercial LPR data. Red areas have higher concentrations followed by yellow and green.



Requirement: The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

Response: A summary of the number of unique records for each month over the last twelve (12) months is provided in the table below.

Month / Year	Unique Commercial Data Records
16-Dec	153,649,853
17-Jan	147,648,720
17-Feb	146,027,234
17-Mar	172,324,187
17-Apr	163,997,190
17-May	175,011,763
17-Jun	162,459,125
17-Jul	158,693,852

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



Requirement: The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

Response: All decisions regarding access to the system will be made at ICE in accordance with the CLEAR Administrator's Standard Operating Procedures Manual. LEARN access will require separate credentials and will be given to the users upon receipt of a user list from ICE. Authorized CLEAR users will have additional LEARN credentials generated. ICE may authorize only ICE users; ICE may not provide access to users from other agencies.

Requirement: Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

Response: ICE will assign their intended authorized users; no ORI will be needed.

Requirement: The ability to add new users or delete existing users within 24 business hours of ICE's request.

Response: To maintain consistency with the CLEAR contract, addition of new users or deletion of existing users will occur as soon as possible, but at no point longer than 24 business hours. Thomson Reuters will work with ICE regarding management of user population.

Requirement: Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

Response: The Thomson Reuters CLEAR contract includes a full-time Client Relationship Manager. Thomson Reuters will provide annual Agency Manager and System User training onsite at ICE facilities. User manuals will be provided as well as links to short videos uploaded to YouTube that demonstrate how to utilize some of the LEARN features. For CLEAR access, Thomson Reuters will also provide "Help Desk" support 24/7/365 via phone (877-242-1229), or support via email (clear@thomsonreuters.com).

Requirement: System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

Response:A "Forgot My Password" link will be included for users to reset any forgotten passwords upon any attempt to sign in. Customer support, including escalation, when appropriate regarding impact, will be available for other issues.

Requirement: Unlimited technical support to each user.

Response: Thomson Reuters will provide unlimited technical support 24/7 for each user of CLEAR. Vigilant will provide unlimited technical support 24/7 for each user of the LEARN platform.

Requirement: Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Response: CLEAR undergoes periodic updates for enhancements and updates. Thomson Reuters is certified to international standards, 27001 and 9001, assuring appropriate controls and processes to protect data and system integrity.

Vigilant will periodically update the user interface and mobile application. Besides regular updates to the software interfaces and mobile applications, Vigilant is committed to providing a top-tier hosting facility with Verio, a Microsoft Gold Certified Partner. This helps provide a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

FUNCTIONAL REQUIREMENTS

QUERY CAPABILITIES

Requirements: Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.

- The splash screen will appear at each logon event.
- The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
- The agency will provide the language for the splash screen content.

Response: Upon login to CLEAR, users must select from available options the applicable permissible use/purpose for the various regulations (e.g., DPPA). Included with direct access to the LEARN platform, Vigilant will provide a splash screen upon logging into the system that will describe the agency's permissible uses of the data and will require the user to affirmatively consent to these rules before proceeding. The ICE provided message will also be available via hyperlink.

Requirement: All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

Response: Included with direct access to the LEARN platform, we understand that all queries of the LPR data shall be based on a license plate number entered by the user. The data returned in response will be limited to the matches of that license plate number only within the specified period of time.

Requirement: The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

Response: The Vigilant user interface will allow a user to search only if a license plate is entered. (Specific functionality, e.g., Stakeout/Make-Model functionality, would need to be turned off in order to limit searching by license plate number only and to prevent searches by other methods.)

Requirement: The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

Response: Vigilant has a mandatory reason code field, and an optional free-text field of up to 255 characters. If awarded, Vigilant will make this a mandatory audit screen that the user must populate prior to any query. The audit screen includes the name of the requestor, case number, reason code, and the free-text field.

Requirement: The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

Response: Vigilant will require a user to indicate who is requesting the query. All information will be stored in audit logs.

Requirement: The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

Response: Vigilant will provide a free-text field of up to 255 characters for user to enter notes. This feature can be made mandatory for all queries or reports.

Requirement: The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).

- The query interface will have a field for the user to select or input the appropriate timeframe for the query.
- The system will display results only for LPR detection records within that timeframe

(e.g., only for the last 5 years).

- The system shall not run a query that lacks a time frame entered by the user.

Response: The LPR query will be limited to a time frame consistent with agency policy, e.g., five (5) years. The system also will block any queries that lack a time frame.

Requirement: The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

Response: The LEARN platform solution will provide direct query index look-ups. For example, plate ABC123 will always return records tagged as plate ABC123. We are 100% correct due to data being statically indexed by exact plate numbers. Note: While indexes are statically created, the image analysis to create the static index is still subject to an accuracy of less than 98% due to a number of items such as angle of LPR cameras, impacted snow on the plate, bent/damaged plate, partially obstructed view of plates, heavy snow or rain, etc.

Requirement: To ensure accuracy of information, the response to a query must include at least two photos on all hits.

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

- Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and sources of the record.

Response: In the LEARN platform, LPR cameras do not use visible light, such as a flashlight. The vehicles make, model, or color at night can be hard to identify. This is true for all LPR records in low ambient light conditions, which we cannot control. To help identify vehicles at night, Vigilant has developed a way to populate a daytime image within a nighttime image of a vehicle if the vehicle has been scanned during the day, so the user can quickly identify and confirm vehicle make, model, and color. In most states we can also identify vehicle make and model, by using additional information gathered from CarFax that is seamlessly integrated into the software. Although we can help identify a large number of nighttime records, we cannot do so for 100% of the records due to these circumstances, although a very high percentage can be identified with even nighttime images.

All LPR records will include two (2) images (one of the vehicle and one of the license plate). Printable reports will include images, Google map, Google satellite image, nearest address, nearest intersection, GPS coordinates and source of the record.

Requirement: The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

Response: Vigilant will insert a "misread" button on the detection view, which will generate a notification to Vigilant personnel. Vigilant will not modify data owned by third parties (e.g., plate images, third-party queries), because that data is the property of the collecting agency.

Requirement: The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

Response: Thomson Reuters and Vigilant value the trust placed in us by ICE and will not use or disclose any DHS information to other customers, business partners, or other individuals or entities. DHS will have the ability to accept additional LPR data that is collected by local and state law enforcement agencies across the country who are already Vigilant customers and reside on the LEARN hosted server. This could provide hundreds of millions more LPR scans available for ICE to search. Currently there are almost 500 million detection records that are collected by local and state LEAs. All shared LEA records are the intellectual property of the respective LEAs. Vigilant cannot edit or modify these records should there be a misread. If ICE accepts the LPR records from the LEAs, ICE does not have to share anything in return. All sharing controls are set, monitored, and maintained by ICE Agency Managers.

Requirement: The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Response: ICE's query data will not be used for commercial purpose by Thomson Reuters or Vigilant. Queries submitted by ICE will be stored only to maintain an audit log for the applicable platform.

ALERT LIST CAPABILITIES

Requirement: The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

Response: Included with direct access to the LEARN platform, Vigilant will provide an "Alert List" feature called "Hot-Plate". The hot-plate will be saved within the LEARN system and be compared to new records as they are loaded into the system's database. Any matches will generate a near real-time alert notification to the users with permissions to the hot-plate record.

Requirement: The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to share Alert Lists notifications between ICE users.

Requirement: The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or - entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in

the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to automatically match new detections against a user uploaded alert list. The notification will provide maps, images, GPS, date, time, and nearest address and cross street. The notification can be sent to multiple ICE users that are sharing the alert list for the specific investigations. DPPA applies only to the release of personal information from a state's department of motor vehicle (DMV) records. Vigilant's system does not interfere with DMV records. ICE may insert any information in the alert list. Subsequently, the data fields that may contain PII information are encrypted with AES256 encryption at rest, and only the owner of those records may see the values entered.

Requirement: The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose/investigation/operation for which the query was performed.

Response: Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make , model, color, and a reason code as a custom field and a comments section of up to 255 characters or less. Per ICE requirement, the mandatory fields for a single query (i.e., plate number, state, reason code, and free-text field) also will be mandatory for the alert list. The allowable number of alert list records per the system significantly exceeds the requirements of DHS, but ICE may dictate the maximum number of records allowable by their users.

Requirement: The Alert List function will include an automated capability that flags license plates for deconfliction.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to establish Alert List submissions, perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate. When a Hot-Plate is uploaded and it matches a record containing the same License Plate Number, State ID, Alert Type, Hot-List Source, and Agency Name, the user will be notified via a pop-up notice to contact the initial user who entered the identical record. The user will have the option to override the record or to cancel the upload. If warded, Vigilant will add an option for other agencies to allow their uploaded hot-plates to be used for deconfliction purposes by ICE, based solely on License Plate and State ID. Conversely, state and local LEAs will not know that ICE has a plate on an alert list.

Requirement: License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a

normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

Response: Included with access on the LEARN platform, any LPR detection matching an ICE Alert List will return to the iOS application, alerting authorized users of a positive match. All detections will be uploaded into LEARN for future reference or investigation by ICE. Vigilant will preserve commercial records indefinitely. Note that commercial data does not include query audit information, which is property of the government.

Requirement: Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will provide an ability to load an alert list with a one (1) year expiration time frame. Vigilant can implement an automatic one-year expiration for all alert records entered into the ICE account.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Included with access to the LEARN platform, all alert list activity will be captured for auditing reports and will include user name, date, time, reason code, notes, license plate number entry, deletion, renewal, and expiration from alert list.

Requirement: The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List, whichever happens first.

Response: Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list. Audit records are not altered when an alert plate expires.

MOBILE DEVICE CAPABILITIES

Requirement: The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

- Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant Mobile Companion software for iOS devices will allow a user to query the LPR database and return alerts for positive matches to a user-loaded alert list. The application will delete any saved data on the device after 60 days.

Requirement: The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Response: Thomson Reuters will coordinate with Vigilant and ICE regarding compliance of Vigilant's mobile application with any applicable privacy assessment prior to use.

AUDIT AND REPORTING CAPABILITIES

Requirement: The vendor shall generate an immutable audit log in electronic form that chronicles the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
- Date and time of query; and
- Results of the query.

Response: Available with access to the LEARN platform, any action on Vigilant's LEARN web interface or mobile application shall be fully auditable and shall not be disabled by the user. Vigilant maintains a complete audit record of every transaction, including date, time, user, IP address, and query parameters sufficient to reproduce the exact query. Audit records are property of ICE. The audit record contains information sufficient to reproduce the query, but the data returned by the query at a later time may produce different results due to LEA retention policies. LPR detection data belonging to Vigilant is held indefinitely and will always be returned by the query.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Batch query for alert lists requires the user to enter License Plate, State of Registration, Alert Type, and Upload Reason Code on Audit. ICE would have the ability to add requirements if they choose. Available with access to the LEARN platform, all Alert List activity shall be audited to capture user name, date and time, reason code, and user notes associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Requirement: The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon

request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

Response: Thomson Reuters will coordinate with Vigilant to provide requested audit reports. All reports can be exported in PDF format. Exact technical requirements and format for the audit report will be negotiated after contract award.

Requirement: The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

Response: Upon request, Vigilant shall retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to a user activity on the system for internal investigations and oversight.

Requirement: The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

Response: Neither Thomson Reuters nor Vigilant will use any audit trail data for any purpose other than those specified and authorized in the contract.

Requirement: The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

Response: With access to the LEARN platform, Vigilant can provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any time frame.

Requirement: The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

Response: With access to the LEARN platform, Vigilant will maintain audit logs for seven (7) years. Vigilant considers audit records as the property of the applicable law enforcement agency, in this instance, ICE. Vigilant does not access these records except under direction by the customer for purposes of customer support and does not share audit logs with any outside entities including law enforcement. If the contract is terminated, Vigilant will export/transfer any alert list data in machine-readable format to any storage medium or location specified by ICE. This transfer will occur within thirty (30) days of contract end.

Requirement: The vendor shall meet the following Key Performance Parameters (KPPs)/QCP

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Mean time between failure	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR	Results of a single LPR query	</= 5 seconds after

Response: Vigilant Solutions, Inc. has created a service that allows Law Enforcement Agencies the ability to utilize online License Plate Recognition (LPR) services and Data analytics for the purposes of research and investigations. This service requires strict up-time requirements, and this Quality Control Plan is intended to define how they will be calculated. Vigilant Solutions has a reliable track record of uptime; however, we cannot guarantee > 99% uptime. With the exception of scheduled outages, LEARN Hosted LPR Services will be accessible 24/7/365. We agree that downtime shall not eclipse (4) hours in any given month, with the exception of major upgrades or system migrations. We agree that the mean time between failures (MTBF) will not exceed a mean of 4,000 hours between failures. Vigilant's average LPR Query Response Time for a Single exact Plate is reliably fast; however, we cannot guarantee </= 5 seconds for each single search. For instance, quick response times for queries are contingent upon satisfactory internet connectivity, for which Vigilant does not have control in the ICE environment.

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- Certified Information System Security Professional (CISSP)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Internetwork Expert (CCIE)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Associate (CCDA)
- CompTIA A+, CompTIA i-Net+, CompTIA Security+
- Sun Certified System Administrator (SCSA)
- Microsoft Certified Systems Administrator (MCSA)
- Alteon Certified Administrator
- Solaris 8 System Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Red Hat Certified Engineer (RHCE)
- Microsoft Certified Professional (MCP)

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant's commitment to providing a top-tier hosting facility providing quality control. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality

Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

Uptime for LEARN Services:

In order to validate and track the uptime for LEARN Services, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the LEARN Average Uptime each month and after any outage (percentage). The calculation and recording of data will be defined on a revolving (12) month cycle. The data will be stored on an internal online document and made available upon request.

LEARN scheduled downtime:

In order to validate and track the LEARN scheduled downtime, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the total LEARN scheduled downtime each month (hours). The calculation and recording of data will be defined on a revolving month cycle. The data will be stored on an internal online document and made available upon request.

Mean time between failure (MTBF):

In order to validate and track the Mean time between failure (MTBF), Vigilant will record and calculate the Date-Time since last failure of LEARN services. The calculation will be based on operation time (hours) between when services became in a non-failed state to when services became in a subsequent failed state or current Date-Time. Vigilant will then calculate the mean time (hours) and base it on a revolving 12-month cycle. The data will be stored on an internal online document and made available upon request.

LPR Query Response Time (Single Plate):

In order to validate and track the LPR Query Response Time (Single Plate), Vigilant will record and calculate the 'Response Time' for each single plate query using our Plate-Search logging utility. The calculation will be based on when the LEARN Web Server(s) receives the plate request and delta in (seconds) between when LEARN Web Server begins to post LPR data. We must calculate the average time (seconds) on a revolving 12-month cycle with a calculation generated daily. The calculation will be based upon the entire LEARN spectrum for 'Plate-Search' functionality only and not user-specific queries. The data will be stored on an internal online document and made available upon request.

Thomson Reuters CLEAR:

While CLEAR's performance and reliability are typically consistent with the Key Performance Measures, West does not guarantee service levels.

Penalty/Withholding

Neither Thomson Reuters nor Vigilant agree to penalty or withholding of payment regarding performance measures.

C.5 is not identified/included in the Statement of Work

C.5 is not an identified/included item in the Statement of Work.

C.6 Promotion of the Contract

Requirement: The vendor may promote this contract to current ICE employees during the life of the contract. The offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

Any promotion of the contract to ICE employees or discussion about its capabilities will be within the parameters described in the RFQ and conducted within the normal course of business for Thomson Reuters.

C.7 News Releases

Requirement: News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

Thomson Reuters does not anticipate news releases, but would comply with the requirements for ICE approval.

C.8 License Type

Requirement: The vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The vendor shall not provide a named user license.

The CLEAR license granted for access to LPR is valid for up to the authorized number of ICE users. ICE may add or remove users within the applicable user limit for the offer. See the Additional Users provision in the terms below for information about adding users beyond the applicable offer limit.

Section II – Past Performance

Thomson Reuters considers our customer contracts proprietary, but we offer details of the current contract with DHS ICE as evidence of our past performance:

Reference	Required Information
Agency Name	Department of Homeland Security – Immigration & Customs Enforcement – Enforcement & Removal Operations and Homeland Security Investigations
Name/title of contact person	Contracting Officer: (b)(6);(b)(7)(C) Management/Program Analyst: Anthony (b)(6);(b)(7)(C)
Customer Contact Phone	(202) 732- (b)(6);(b)(7)(C)
Customer Contact Email Address	(b)(6);(b)(7)(C)
Contract Number	HSCEMD-16-F-00003/ HSCEMD-17-F-0008
Contract Start Date	10/1/2015
Contract End Date	9/30/2020
Total Contract Value (including all options)	(b)(4)
Brief Description of Contract Requirements	CLEAR with Web Analytics, with person and phone batch searching capabilities, Real Time Incarceration and Arrest Records, and World-Check (HSI only)
Client Manager (or person reaching out to customer)	(b)(6);(b)(7)(C) 443-622-(b)(6);((b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 14 Dec 2017 10:27:03 -0500
To: (b)(6);(b)(7)(C)
Subject: FW: LPR info

Taking some of what Privacy drafted but trying to make it more plain language for OPA use. Please let me know if this is accurate. Thank you. (b)(6)

Draft statement:
U.S. Immigration and Customs Enforcement (ICE) is issuing a solicitation to obtain query-based access to a commercially available license plate reader database, and anticipates awarding a single source, firm-fixed price contract for this service. ICE is not seeking to build a license plate reader database, and will not contribute any data to a national public or private database through this contract. Due to the law enforcement sensitive nature of this requirement, a solicitation will not be made publically available.

In 2014, ICE issued a similar solicitation that was cancelled in order to conduct a privacy impact assessment on the use of the technology. That assessment was completed in March 2015 and will be updated prior to the use of any commercial license plate reader database, to reflect how the contract meets the established privacy requirements.

Like most other law enforcement agencies, ICE uses information obtained from license plate readers as one tool in support of its investigations. ICE conducts both criminal investigations and civil immigration enforcement investigations.

Additional background:
ICE's Homeland Security Investigations (HSI) conducts criminal investigations into various forms of illicit activity, including human smuggling and trafficking; the smuggling of drugs, weapons and other contraband; transnational gangs; and child exploitation. ICE's Enforcement and Removal Operations (ERO) conducts targeted immigration enforcement in compliance with federal law and agency policy, focusing on individuals who pose a threat to national security, public safety and border security. However, all of those in violation of the immigration laws may be subject to immigration arrest, detention and, if found removable by final order, removal from the United States.

(b)(6);(b)(7)(C)
Public Affairs Officer/Spokesperson
U.S. Immigration and Customs Enforcement (ICE)
202-732-(b)(6); (b)(7)((desk)
813-230- (cell)
www.ice.gov

From: HSI-Requisitions
Sent: 7 Dec 2017 18:03:10 -0500
To: ICE Requisition Processing DC;ICECFORequisitionReview
Cc: (b)(6);(b)(7)(C)
Subject: FW: Requisition 192118FLMURQ0008 - TRSS-LPR
Attachments: 192118FLMURQ0008.pdf, Privacy and IAD Exemption Checklist (05 19 2016).docx, ICE Form 13-015 - HSI LPR Database - ITSR Request - 12.07.17.pdf

Good Day:

OAQ DC/CFO - For review and processing. ITSR pending; requirement is for Vendor database which will not touch the ICE Network. (b)(6);(b)(7)(and Team assisted with obtaining the database for joint ERO and HSI use.

1. Contract and Task Order Number: ***New Requirement***
2. Period of Performance – **10/01/17 – 01/31/2019 (16 months)**
3. Anticipated Period Funded by the Requisition - ***10/01/17 – 12/31/17***
4. Description of the Procurement – ***New Database Service***
5. Justification of the Procurement – ***HSI Requirement for License Plate Reader (LPR) Database with Thomson Reuters Special Services, LLC (TRSS. The LPR will be provided via the current TRSS CLEAR Platform as a separate contract. This Database, like CLEAR, will not touch the ICE Network.***
6. Product Service Code (PSC) - ***D317***

Thank you.

(b)(6);(b)(7)(C)
Unit Chief, Acquisition Management Unit (AMU)
HSI Mission Support Division
Homeland Security Investigations (HSI)
Immigration and Customs Enforcement (ICE)
Ph: 202 732(b)(6);(Mobile: 202-321(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 07, 2017 5:46 PM
To: HSI-Requisitions
Cc: (b)(6);(b)(7)(C)
Subject: Requisition 192118FLMURQ0008 - TRSS-LPR

Good Day:

Please process the attached requisition for OAQ/DC (b)(6);(b)(7)(C) Thank you.

1. Contract and Task Order Number: ***New Requirement***
2. Period of Performance – **10/01/17 – 01/31/2019 (16 months)**
3. Anticipated Period Funded by the Requisition - ***10/01/17 – 12/31/17***
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Thank you.

(b)(6);(b)(7)(C)
Unit Chief, Acquisition Management Unit (AMU)
HSI Mission Support Division
Homeland Security Investigations (HSI)
Immigration and Customs Enforcement (ICE)
Ph: 202 732-(b)(6);(Mobile: 202-321-(b)(6);(
Email:(b)(6);(b)(7)(C)

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REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

1. NUMBER
192118FLMURQ0008

2. DATE
07-DEC-2017

3. ACTIVITY SYMBOL
See Attachment A

SEE INSTRUCTIONS ON REVERSE

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
OFFICE OF ACQUISITION MANAGEMENT (OAQ)
801 I STREET NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536
ATTN: (b)(6);(b)(7)(C) 202-732-(b)(

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-HSI-HQ-DIV 6 FAAM
(b)(6);(b)(7)(C)
202-732-(b)(
500 12TH STREET NW
WASHINGTON, DC 20536
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFGR., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12
TBD	HSI REQUIREMENT FOR LICENSE PLATE READER (LPR) DATABASE WITH THOMSON REUTERS SPECIAL SERVICES, LLC (TRSS) COR: DENNIS M. WHITE (ERO)	3	EA	(b)(4)		

Justification:
TO INCREMENTALLY FUND 3 MONTHS FOR LICENSE PLATE READER (LPR) DATABASE WITH TRSS

Recommended Vendor: 263977076
THOMSON REUTERS SPECIAL SERVIC
1410 SPRING HILL ROAD
SUITE 140/ SUITE 301
MCLEAN, VA 22102-3058
Phone: 5714053202

(b)(6);(b)(7)(C)

Date 12/7/2017

14. TITLE OF APPROVING OFFICIAL M&PA

24. SIGNATURE OF FUNDING OFFICIA (b)(6);(b)(7)(C) (b)(6);(

Date 07-DEC-2017

25. TITLE OF FUNDING OFFICIAL MGT & PROG ANALYST (PROG ADVIS

15. TOTAL (b)(4)

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)

17. DATE RECEIVED

18. APPROVED

19. PURCHASE ORDER DATE NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION 21. DATE 22. SIGNATURE 23. TITLE

United States Department Of Homeland Security
Immigration And Customs Enforcement
FORM G-514 (REV. 8-1-5

INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requistioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix(e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom)(e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M, lb., cwt, ton: bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.)
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: **192118FLMURQ0008**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
FLMUCTR	**000**	**D1**	**10-55-00-000**	**15-05-0000-00-00-00-00**	**GE-25-14-00**	**000000**	(b)(4)

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
D1	2018	7080540		(b)(4)

ICE Office of Acquisition Management

Privacy and Information Security Procurement Review

Exempt Categories Checklist

ICE Information Governance and Privacy (IGP) and ICE Information Assurance Division (IAD) have determined that the nature of the procurement categories listed below do not represent a specific privacy and/or security risk and thus do not require review by IGP or IAD.

Instructions

If your procurement fits into an exemption, include this completed page in your acquisition package. No further IGP/IAD submissions are required. If your procurement does **NOT** fit into an exemption, you must complete the **Privacy and Information Security Checklist**.

CONTACT INFORMATION

Procurement POC:	(b)(6);(b)(7)(C)	Program POC:	First and Last Name
Phone:	(202) 732-(b)(6)	Phone:	Click here to enter text.
Email:	(b)(6);(b)(7)(C)	Email:	Click here to enter text.

Class A: Admin

☐ Administrative modifications (e.g., add funding, change address, appoint new COR, change the POC, change or extend Periods of Performance or delivery date, etc.)

This exemption only applies if you check the box above AND the SOW/PWS was previously reviewed by the ICE Privacy Office after May 2015.

☐ De-obligation of funds

Class B: Goods

☐ Non IT equipment (e.g., uniforms, furniture, paper, filing cabinets, safes, etc.)

☒ IT hardware (e.g., on-site servers, laptops/desktops for general office use, cell phones, SIM cards, radios, etc.)

☐ Multi-function devices (e.g., fax, copy machine, scanner, printer, etc.)

☐ Forensic Software and Hardware (tools used to image, unlock, retrieve or analyze data from mobile devices and computer workstations for the purposes of collecting and analyzing forensic evidence). In addition:

- there is not a corresponding SOW/PWS for the purchase,
- the vendor will not have the ability to view any personally identifiable information (PII) associated with the use of the technology/service, and
- the purpose for the software/hardware aligns with current and existing uses of the technology.

Class C: Services

☐ Multi-function device maintenance

☐ Building maintenance (e.g., antennas, HVAC, etc.)

☐ Firing range services

☐ Parking

☐ Conference space

☐ Training when no employee information or other PII is provided to the vendor

☐ Bandwidth or network connectivity



If your procurement fits into an exemption, complete and print this page and include it in your Acquisition Package. You do not need to submit any documents for Privacy or Information Assurance Division (IAD) review.

If your procurement does **NOT** fit into an exemption category, you must complete the **Privacy and Information Security Checklist**. The Checklist and the response from Privacy and IAD must be included in your acquisition package.

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

NON-STANDARD REQUEST FORM

The purpose of the ICE OCIO Customer Support Branch (CSB) Non-Standard Request Form is to enable ICE employees to request non-standard equipment for purchase.

Instructions on how to complete each item are listed at the end of the document.

PRODUCT INFORMATION

1. DATE SUBMITTED	2A. PROGRAM	2B. DIVISION	2C. BRANCH	2D. PROJECT
12/07/2017	HSI	FAAM	AMU	LPR

3. TITLE
HSI Requirement-License Plate Reader (LPR) Database with Thomson Reuters Spec Svs (TRSS)

4A. PRODUCT NAME	4B. PRODUCT VERSION/MODEL NUMBER	4C. TOTAL NUMBER OF PRODUCTS REQUESTED
LPR Database	N/A	1

5. PRODUCT VENDOR	6. WHAT IS THE DESIRED PURCHASE DATE?
TRSS	12/08/2017

7. JUSTIFICATION FOR REQUEST (Brief description of the reason for the request)
HSI Requirement for License Plate Reader (LPR) Database with Thomson Reuters Special Services, LLC (TRSS. The LPR will be provided via the current TRSS CLEAR Platform.

Will not touch ICE Network.

8. IF THE ITEM IS SOFTWARE, WILL THE PROGRAM BE ACCESSED BY A MOBILE DEVICE?
☐ YES ☐ NO ☒ UNKNOWN

9. HOW WILL THE PRODUCT BE MAINTAINED/ HOW WILL UPDATES BE APPLIED?
Vendor maintain and updates

10. DOES THE ICE SERVICE DESK HAVE THE CAPABILITY TO PROVIDE ONGOING SUPPORT OF THE PRODUCT?
☐ YES ☒ NO IF NOT, WHO WILL BE PROVIDING TECHNICAL SUPPORT? Not Required.

11. HOW MANY YEARS IS THIS PRODUCT EXPECTED TO BE IN USE?	12. WHAT IS THE EXACT LOCATION THIS PRODUCT WILL BE USED?
3.5 Years	Maintained by TRSS

13A. WILL THE REQUESTOR BE THE ONLY USER OF THE PRODUCT?
☐ YES ☒ NO IF NO, HOW MANY OTHERS WILL BE USING THE PRODUCT? ICE-Wide

13B. DO YOU EXPECT ANY NEW USERS ON THIS PRODUCT IN THE FUTURE?
☒ YES ☐ NO ☐ UNKNOWN

14. WAS THE TECHNICAL REFERENCE MODEL (TRM) REVIEWED FOR A COMPARABLE PRODUCT?
☐ YES ☒ NO IF YES, SPECIFY BELOW WHY THE TRM PRODUCT DOES NOT MEET THE NEEDS OF THIS REQUEST
CHECK TRM HERE
Only one vendor available - TRSS

15. WAS THIS PRODUCT PREVIOUSLY PURCHASED?
☐ YES ☒ NO IF YES, SPECIFY THE IT APPROVAL NUMBER FOR THIS PURCHASE

16. IS THERE AN ASSOCIATED PROJECT?
☐ YES ☒ NO IF YES, PLEASE INCLUDE THE NAME OF THE PROJECT SLM PHASE

17. DESCRIPTION OF BUSINESS USE INCLUDING DETAILS REGARDING MISSION REQUIREMENTS
LPR Access for Law Enforcement Activities

18. STRENGTHS OF PROPOSED PRODUCT COMPARED TO COMPARABLE ITEMS?
Database more beneficial

19. WEAKNESSES OF PROPOSED PRODUCT COMPARED TO COMPARABLE ITEMS?
None.

20. NAME OF REPLACED OR DISCONTINUED PRODUCT ON A PREVIOUS AHL (If applicable)
None

21. TEST REPORTS OR ATTACHMENTS (Optional, if included, identify attachments)
Database.

PRODUCT LICENSING INFORMATION

22. ARE YOU REQUESTING HARDWARE (Server, Desktop, Laptop) OR SOFTWARE?

☐ HARDWARE (Go to 23) ☒ SOFTWARE (Go to 24)

23. IS THIS A REPLACEMENT OF EXISTING HARDWARE?

☐ YES (Once the software on the old equipment has been removed, transfer the license to the new equipment) (Go to 25)

☒ NO (A license must be purchased, upload and include copy of the license Purchase Order) (Go to 26)

24. IS THIS AN UPGRADE OR NEW PURCHASE?

☐ UPGRADE (Go to 25) ☒ NEW PURCHASE (Go to 26)

25. IS ONE OF THESE OPTIONS TRUE?

(A) IS THERE A MAINTENANCE CONTRACT IN PLACE? ☒ YES (Go to 26) ☐ NO (STOP: contact ICE.Licensing@ice.dhs.gov to find out what to do next.)

(B) THE LICENSE UPGRADE HAS ALREADY BEEN PURCHASED FOR THIS ITEM)

☒ YES (Upload and include a copy of the maintenance contract or license Purchase Order)

☐ NO (A license must be purchased, upload and include copy of the license Purchase Order)

26. IF THIS IS A NEW PURCHASE A LICENSE MUST BE PURCHASED, PLEASE UPLOAD AND INCLUDE A COPY OF THE LICENSE PURCHASE ORDER (Go to 28)

27. HOW IS THE LICENSE BEING DEPLOYED?

☐ DESKTOP (Go to 29) ☒ LAPTOP (Go to 29) ☐ SERVER (Go to 28)

28A. LIST THE SERVER NAME (If known)	28B. LIST THE SERVER LOCATION (Whether or not the name is known; please list the full physical street address)
TRCC	Vendor

29A. POINT OF CONTACT NAME	29B. POINT OF CONTACT PHONE NUMBER	29C. POINT OF CONTACT E-MAIL
Not Required - Vendor	N/A - Vendor Maintain	0

SECURITY INFORMATION

30A. TRUSTED AGENT FISMA (TAF) ID AND/OR INFORMATION SYSTEMS NAME	30B. FISMA RATING
n/a	n/a

31. NAME OF YOUR INFORMATION SYSTEM SECURITY OFFICER (ISSO)

n/a

32. WILL THE PRODUCT INVOLVE THE USE OF PII OR OTHER SENSITIVE INFORMATION?

☐ YES - USE OF PII ☐ YES - USE OF OTHER SENSITIVE INFORMATION ☒ N/A

33. WILL THIS PRODUCT FUNCTION IN A CLOUD ENVIRONMENT?

☐ YES ☒ NO

NETWORK CONNECTIVITY INFORMATION

34A. TYPE OF NETWORK CONNECTIVITY	34B. IS NETWORK STORAGE REQUIRED?
☐ ICE NETWORK ☒ NON - ICE NETWORK	☐ YES ☒ NO ☐ UNKNOWN

35. WEB ADDRESS (URL) FOR ADDITIONAL AND/OR RELEVANT PRODUCT INFORMATION

ANY ADDITIONAL INFORMATION

Add Attachments

Most of these questions do not apply for services requested. This is a vendor Law Enforcement System that does not touch any ICE Networks.

REQUESTOR INFORMATION (The Requestor must be an ICE employee)

REQUESTOR'S NAME AND TITLE	TELEPHONE NUMBER
(b)(6);(b)(7)(C)	202-732-(b)(6);

E-MAIL ADDRESS	PROJECT MANAGER/OFFICER IN CHARGE
(b)(6);(b)(7)(C)	(b)(6);(b)(7)(C)

TECHNICAL POINT OF CONTACT (POC)

POC NAME AND TITLE	POC TELEPHONE NUMBER
(b)(6);(b)(7)(C)	202-732-(b)(6);(

POC E-MAIL ADDRESS

(b)(6);(b)(7)(C)

Submit Form

INSTRUCTIONS ON HOW TO COMPLETE THE NON-STANDARD REQUEST FORM

1. Date Submitted	• Provide the date the request is submitted.
2. Program/Division/Branch/Project	• Provide the following program related information: Program, Division, Branch, and Project.
3. Title	• Provide the title by which this request is referred (Example: Oracle 10g for ICE).
4. Product name, version/model number, and total number of products requested	• Include the product or standard name and the version/model number (Example: Mercury Software Test Director 8.0).
5. Product vendor	• If the recommendation is for a proprietary product, identify the name of the vendor.
6. Product vendor	• List the date by which the equipment would most ideally be purchased.
7. Justification for the request (Brief description of the reason for the request)	• Provide a description explaining why this change is being proposed (Example: To avoid having to develop additional software compliant with the FBI's NCIC System, to facilitate the exchange of electronic documents, to provide capacity planning capability on the UNIX platforms, etc.). • Briefly describe the background of the request and any specific requirements.
8. If the item is software, will the program be accessed by a mobile device?	• If the item is software, indicate whether the program be accessed by a mobile device.
9. How will the product be maintained? How will updates be applied?	• Please explain how the product will be maintained and how relevant updates will be applied.
10. Does the ICE Service Desk have the capability to provide ongoing support of the product? If not, who will be providing technical support?	• Please confirm if the ICE Service Desk is prepared to support the requested product. If the Service Desk is not able to support, who will be providing the required technical support?
11. How many years is this product expected to be used?	• What is the expected life-span of the product? How many years will it be used?
12. What is the exact location this product will be used?	• Provide the physical address where the product will be used. If it is required for field work, please provide detailed information.
13. Will the Requestor be the only user of the product? (If no, how many others will be using the product?)	• Provide detailed information as to whom exactly will be using the product. If there are more users than just the Requestor, please provide that information. • If you know of any individuals who will use this equipment in the next few years, please include that information.
14. Was the Technical Reference Model (TRM) reviewed for a comparable product? (Yes/No)	• The TRM on Share Point must be checked for a comparable product prior to the submission of a Non-Standard Request. If there is not a comparable product, then proceed with submitting a Non-Standard Request.
15. Was this product previously purchased? (Yes, No)	• Was this product previously purchased by your Team or Program Office? If yes, please provide the IT approval request number that was approved for this purchase.
16. Is there an associated project? (If yes, please include the name of the project and its SLM phase)	• Provide the name of the associated project that used this product (Example: SEVIS II, TECS MOD). • Provide what SLM development phase the associated project is in, if applicable (Example: Requirements, Design).
17. Description of business use including details regarding mission requirements	• Provide a description of business use and how the equipment helps to fulfill mission requirements.
18. Strengths of proposed product compared to comparable items?	• Describe the major advantages of the product or process compared to other comparable products. • Include compatibility benefits, vendor support, help desk support requirements, facilities operations support (FOS) requirements, trends and anticipated changes in technology, start-up and implementation times.
19. Weaknesses of proposed product compared to comparable items?	• Describe the major disadvantages of the product or process compared to other comparable software products, if any. • Include compatibility issues; vendor support, help desk support requirements, FOS requirements, trends and anticipated changes in technology, start-up and implementation times.

20. Name of replaced or discontinued product that was listed on a previous version of the Approved Hardware List (AHL)?	• Give name of product replaced or upgraded. (End of Life/End of Sale information).
21. Test reports or attachments (identify contents of attachments if any)	• Provide all relevant information to facilitate this review. • Attach electronic documents and submit them with the Non-Standard Request. If the electronic documents are accessible through the Internet or ICE/ICE Intranet, attach a list of the URL(s).
22. Are you requesting hardware (Server, Desktop, Laptop) or software?	• Identify what type of request is being made.
23. Is this a replacement of existing hardware?	• Is the equipment you are requesting a replacement for current equipment?
24. Is this an upgrade or new purchase?	• Is the requested item an upgrade or a new purchase?
25. Is one of these options true?	• Identify if there is a maintenance contract in place and/or if a license upgrade has already been purchased for this item. Will the license be deployed on a desktop, laptop, or server? Please choose one.
26. If this is a new purchase a license must be purchased, please upload and include a copy of the license purchase order.	• For your information.
27. How is the license being deployed?	• Choose which equipment is utilizing the license.
28. List the server name and its location	• What is the name of the server on which the license will be used? List the full physical street address where the server is located including numerical street address, city, state, and zip code.
29. Point of contact name, phone number, and email.	• Please list the POC's name, phone number, and email address. The POC is the individual responsible or licensing maintenance.
30. Trusted Agent FISMA (TAF) ID and/or Information Systems name. Provide the current FISMA rating.	• Provide your Trusted Agent FISMA (TAF) ID and/or Information Systems Name. Contact your local ISSO for this information (contact your SysAdmin to identify your ISSO). • Provide the current FISMA rating.
31. Name of your System Security Officer (ISSO)	• Provide the name and contact information for your Information System Security Officer (ISSO).
32. Will the product involve the use of PII or other sensitive information?	• Provide information as to whether or not PII or other sensitive information will be used.
33. Will this product function in a Cloud environment? (Yes or No)	• Indicate whether or not the requested product will function in a Cloud environment.
34. Type of network connectivity	• Will this product require ICE Network connectivity, Non-ICE connectivity, or no connectivity with any network? • Indicate whether network storage will be required.
35. Web Address (URL) for additional and/or relevant information	• Provide the Internet address(es) where supplemental information related to this product or process can be found.

NON-STANDARD REQUEST PROCESS

(Please send any questions to (b)(6);(b)(7)(C) if assistance is needed)

Submitting a Non-Standard Request	• Only ICE employees may submit Non-Standard Request forms. • All Non-Standard Request forms must be fully complete. Incomplete forms will be returned to the requestor for completion. • All Non-Standard Request forms must be submitted to the following email address: (b)(6);(b)(7)(C).
Processing the Non-Standard Request	• After submitting a Non-Standard Request, requestors will receive an acknowledgement e-mail that the request has been received and is under review. • The request will be forwarded for adjudication to the appropriate approvers and will also be distributed to other stakeholders.
Receiving Non-Standard Request Disposition	• The ICE employee will receive an e-mail notification of the request disposition with explanatory notes and stipulations, as appropriate, after the request has been adjudicated.

From: (b)(6);(b)(7)(C)
Sent: 15 Feb 2018 11:13:51 -0500
To: (b)(6);(b)(7)(C)
Subject: ICE Inquiry License Plate Reader
Attachments: AA National Capability Statement-2017.pdf

Dear (b)(6);(b)(7)(C)

I hope I find you well today.

I am contacting you from AceApplications, LLC in regards to a recent initiative announced by ICE, to begin to help fight crime by querying license plate databases. For reference I have included links to the press release and contract notice below:
Press Release: https://www.fedscoop.com/ice-begin-tracking-vehicle-license-plates/
Contract
Notice: https://www.fbo.gov/index?s=opportunity&mode=form&id=5629706f5736d22bd174b11965f5ac4c&tab=core&tabmode=list&=

We are a small business software company with capabilities in the relevant NAICS codes (see below) that can provide a solution to add value to this project and contract by providing real-time alerts to interested parties upon license plate matches.
We have completed a similar project here in Florida for use by the Florida Highway Patrol, and can add value to this project through teaming with the prime vendor on this project. Our solution utilizes both web based as well as mobile technologies to manage the system of target license plates, as well as for sending real-time alert messages. We understand the prime contract awardee may already have a solution, and we are seeking to add value to this project as a certified small and minority-owned business.

Please find attached a copy of our Capability Statement providing an overview of our offerings and capabilities. We are a small, certified minority-owned business, including certified as a Disadvantaged Business Enterprise (DBE) and Minority Business Enterprise (M\WBE).
We would like an opportunity to speak with someone about this project and to gain an opportunity to join the contract team.

Please advise if you are able to assist us, or point us in the right direction for who to speak with. We can provide any additional documentation needed, and can speak more about our past work in this area.

For more information, we can be reached at:
(b)(6);(b)(7)(C) (407) 353-(b)(6);(b)(7)(C)
Marketing and Sales Department (407) 499-(b)(6)

NAICS Codes:

541330 – Engineering Services
541511 – Custom Computer Programming Services
541512 – Computer Systems Design Services
541519 – Other Computer Related Services
561311 – Employment Placement Agencies
561320 – Temporary Help Services
611430 – Professional & Mgmt. Dev. Training
611710 – Educational Support Services

As an additional reference, in this video you may find the project previously completed for the Central Florida Expressway Toll System Upgrade
https://vimeo.com/227639191

Best regards,

(b)(6);(b)(7)(C)

Marketing and Sales Department
AceApplications, LLC

(b)(6);(b)(7)(C)

AceApplications
Technology Solutions for Business Success

AceApplications, LLC
CAPABILITY BRIEFING

CAGE CODE: 58RE4 DUNS #: 025743530







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"Translating your business needs into software applications and technology solutions"

We specialize in helping your business become more **productive, profitable, and efficient** by providing these services:

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- Websites and Online Marketing
- Cloud Computing Solutions
- CRM and ERP Solutions
- Interactive Technology for Classrooms & Businesses
- IT Staffing
- IT Consulting
- Software Training
- IT Equipment Sourcing



OUR COMPANY



Courtney Powell
President & CEO
B.S. Electrical Engineering
M.S. Computer Science
MBA Finance

Staffed by professionals with **over 150 years of combined industry experience,** we deliver **high-quality, reliable solutions, and great customer service.** Our firm is a minority owned business, certified through Orange County, The City of Orlando, The City of Tampa, The State of Florida Office of Supplier Diversity, The Greater Orlando Aviation Authority, and the National Minority Supplier Development Council. A partial listing of our satisfied customers include: **Florida Turnpike Enterprise, Florida Department of Health, University of Florida, University of Central Florida, Greater Orlando Aviation Authority, Wayne County Airport Authority and the Central Florida Expressway Authority.**

Since 2001, our mission is to **empower our clients** through the use of technology solutions and software applications in order to become more **productive and efficient**, achieving higher results.

Our vision is to be the **leading provider of business-driven information technology products and services** for companies, schools, and government agencies.

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- Commercial Real Estate
- Department of Defense
- K-12 Education
- Higher Education
- Non-Profit Organizations

CONTACT US

Website: www.aceapplications.com
Email: info@aceapplications.com
Call: 877-499-ACE1 (2231) ext. 2
Fax: 407-442-2657

Orlando Headquarters:
3259 Progress Drive, Suite # 152
Orlando, Florida 32816

CODES

NAICS:
423430 – Computer & Computer Peripheral Equipment & Software Merchant Wholesalers
541330 – Engineering Services
541511 – Custom Computer Programming Services
541512 – Computer Systems Design Services
541519 – Other Computer Related Services
561311 – Employment Placement Agencies
561320 – Temporary Help Services
611430 – Professional & Mgmt. Dev. Training
611710 – Educational Support Services
611420 – Computer Training
SIC: 7371 ● 7375 ● 7373 ● 7379

Certified MBE, LDB, DBE
DBE Certified in: ***California, Florida, Georgia, Maryland, Michigan Mississippi, Virginia***

AceApplications, LLC ● Tel. 877-499-ACE1, ext. 2 ● projects@aceapplications.com ● www.aceapplications.com
Offices: **Orlando** ● 12124 High Tech Ave. Suite # 160, Orlando, FL 32817 - **Tampa** ● 3802 Spectrum Blvd, Suite #125, Tampa, FL 33612

From: (b)(6);(b)(7)(C)
Sent: Thu, 9 Nov 2017 15:44:13 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: ICE LPR - splash screen privacy language
Attachments: smime.p7s

(b)(

As we wait to hear about pricing, I wanted to ensure something else was brought to your attention. In the RFI over the summer, the following requirement was listed:

C.2.1. Query Capabilities

Requirement: Before a user is able to perform a query from the main system or mobile application, the system **must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.** The splash screen will appear at each logon event. The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface). The agency will provide the language for the splash screen content.

Vigilant has told me it will require about 2 weeks to get any specific language in, so I'd appreciate if privacy could make that language known to us to ensure an on-time implementation.

Please let me know if you have any questions.

(b)(6);(b)(7)(

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
www.trssllc.com

TRSS We provide critical mission support in the face of evolving threats, by integrating data, technology and subject matter experts, to solve customer challenges. **Click here** for more information regarding **TRSS Services**.

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From: (b)(6);(b)(7)(C)
Sent: 7 Dec 2017 23:11:24 +0000
To: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: ICE Access to TRSS LPR

Hi (b)(6);
I wanted to send you an email to advise on the status of ICE Access to the LPR data. We have a commitment to fund from the ICE components. We are currently working on the final solicitation to send to TRSS. Given the sensitivity and the dollar amount we will need to notify Congress. Barring any unforeseen circumstance we believe that we will be able to make award sometime before 12/18.

Thanks for your help. Please let us know if you need anything.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345(b)(6);(b
Email: (b)(6);(b)(7)(C)

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.

From: (b)(6);(b)(7)(C)
Sent: 14 Dec 2017 06:57:35 -0500
To: (b)(6);(b)(7)(C)
Subject: FW: heads-up: urgent CN forthcoming for a Law Enforcement Sensitive procurement

FYI.

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Wednesday, Dec 13, 2017, 8:25 PM
(b)(6);(b)(7)(C)
Subject: RE: heads-up: urgent CN forthcoming for a Law Enforcement Sensitive procurement

Thank you for the heads up.

(b)(6);(b)(7)(C)
DHS OLA
Desk: (202) 447-(b)(6);(
Mobile: (202) 839-(b)(6);(

From: (b)(6);(b)(7)(C)
Sent: Wednesday, December 13, 2017 6:43 PM
(b)(6);(b)(7)(C)
Subject: heads-up: urgent CN forthcoming for a Law Enforcement Sensitive procurement
Importance: High

Good evening.

I just spoke with my HCA and learned that ICE has an urgent law enforcement sensitive (LES) requirement that is currently undergoing a short-turn solicitation, with a needed award date of as soon as possible next week. Our contracting office is awaiting the green light from ICE Management to provide notice, due to the sensitive nature of the procurement. We anticipate receiving ICE Management's approval tomorrow, and we will submit the Congressional Notification as soon as possible.

Thank you in advance for your assistance.

V/r,
(b)(6);(b)(7)(C)
Senior Policy Advisor

DHS | ICE | Office of Acquisition Management (OAQ)
Quality Assurance Division (QAD)
Phone: 202-732-(b)(
Mobile: 202-760-(b)(
(b)(6);(b)(7)(C)
AWS – 2nd Fridays; Telework – most Wednesdays

From: (b)(6);(b)(7)(C)
Sent: 21 Jun 2017 15:01:38 -0400
To: (b)(6);(b)(7)(C)
Subject: FW: License Plate Reader PIA Update
Attachments: License Plate Reader PIA Update (IGP JAH 06 12 2017).doc

Hi (b)(6)

I got the following question in the PIA that I hope you can answer:

Finally, the description of the commercial LPR vendor that ICE has procured will be published in appropriate federal procurement portals, such as FedBizOpps, as required by law.[ICEIGPjah1]

Is this correct?

Thank you,

(b)(6);(b)(

From: (b)(6);(b)(7)(C)
Sent: Monday, June 12, 2017 2:51 PM
To: (b)(6);(b)(7)(C)
Subject: License Plate Reader PIA Update

Hi (b)(6);(

Attached is the first draft of the LPR PIA update for your review. You can ignore any formatting issues with the document; I'll sort those out before it's reviewed by OPLA and DHS HQ. You should note that this PIA will likely be reviewed not only by DHS Privacy, but also by DHS Civil Rights and Civil Liberties (CRCL). Therefore, it's very important that we fully describe how ICE's use of the database protects individual rights and liberties (I discuss this on pgs. 7-8). Please adhere to the following instructions during your review:

- Review the document in its entirety for clarity, completeness, and accuracy (we're expecting significant feedback/questions from DHS on this PIA)
- Use "track changes" to make any edits to the document
- Respond to all comment bubbles with a new comment underneath (note: all comments addressed to you say "ERO")
- To the extent that you coordinate with other ERO officers (e.g., (b)(6);(b)(7)(C) etc.), please send me back one master copy with all edits
- Please return the document to me no later than **COB Friday June 23**

Thanks again for the information that you provided in last week's meeting, and please don't hesitate to call/email me if you have any questions.

(b)(6);(b)(7)(C

Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6); (b)(7)(
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

[ICEIGPjah1]ERO: Is this accurate?

Page 807

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 808

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 809

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 810

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 811

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of the Freedom of Information and Privacy Act

Page 812

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of the Freedom of Information and Privacy Act

Page 813

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of the Freedom of Information and Privacy Act

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of the Freedom of Information and Privacy Act

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of the Freedom of Information and Privacy Act

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of the Freedom of Information and Privacy Act

Page 819

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 820

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 821

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 822

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 823

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 824

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

From: (b)(6);(b)(7)(C)
Sent: 11 Dec 2017 14:57:20 -0500
To: #MASTAFF;(b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: FYSA -- License Plate Reader Database Access Procurement
Attachments: LES Memo - LPR database access.pdf

Good Afternoon

This purpose of this email is to provide situational awareness with regards to a procurement for License Plate Access that OAQ is working on. The details are provided below:

U.S. Immigration and Customs Enforcement (ICE) intends to issue a contract to Thomson Reuters Special Services (TRSS) to obtain query-based access to a commercially available License Plate Reader (LPR) database. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE law enforcement personnel will query the LPR database using known license plate numbers associated with aliens for immigration enforcement purposes, based on leads, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries can assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

Period of Performance:

The anticipated period of performance will include a base period of three (3) months, one three (3) month option period, one three (3) month and eleven (11) day option period, and two twelve (12) month option periods.

V/r

(b)(6);(b)(7)(C)
Chief of Staff
Office of Acquisition Management (OAQ)
U.S. Immigration and Customs Enforcement
Desk Phone: 202-732-(b)(6);
Cell Phone: 202-906-(b)(6);(
Email: (b)(6);(b)(7)(C)

Office of Enforcement and Removal Operations

U.S. Department of Homeland Security
500 12th Street, SW
Washington, D.C. 20536

U.S. Immigration and Customs Enforcement

December 7, 2017

MEMORANDUM FOR: (b)(6);(b)(7)(C)
Unit Chief
Office of Acqu

FROM: (b)(6);(b)(7)(C)
(A) Unit Chief
Transnational rations Unit

SUBJECT: Law Enforcement Sensitive Memorandum – License Plate Reader Database Access

Publically posting that ICE is utilizing access to a License Plate Reader database would almost immediately diminish its effectiveness as a law enforcement tool. Once those individuals who are already attempting to evade law enforcement become aware of additional surveillance capabilities they are much more likely to take proactive measures to avoid detection. This is especially true for people who engage in criminal activity, gang members and aliens who are removable. This awareness would substantially increase the risk to officer safety by altering the behavior of the criminals being investigated. This could include acquiring state registration under a relative or an alias, altering method of travel, or temporarily switching plates while "in-and-out" of residential or employment ranges, substantially hindering enforcement actions and increasing surveillance and investigative man hours. In states where only a rear license plate is required, subjects may opt to park in such a way that their plate in not visible from the street if they became aware of the use of this technology.

If a subject becomes aware that ICE officers and agents may have located their vehicle they are more likely to be mentally and physically prepared to negatively engage or evade the officers. Arresting an unsuspecting criminal alien at a predetermined location minimizes the potential of injury to both the officers and aliens involved. Public awareness of the LPR system would substantially increase the risk to officer safety by altering the behavior of criminals being investigated and reducing the officer's tactical advantage.

ICE already battles challenges pertaining to the amount of information that has been made public about our arrest methodology and limitations. Publically posting that ICE is utilizing LPR technology could cause harm to law enforcement activities by jeopardizing investigations, compromising operations, or causing life-threatening situations for confidential informants, sources of information, witnesses, or law enforcement personnel. As such, this acquisition should be considered law enforcement sensitive and not posted to J&A.

From: (b)(6);(b)(7)(C)
Sent: 3 Oct 2017 14:00:10 -0400
To: (b)(6);(b)(7)(C)
Subject: LPR Alert List Issue

Good afternoon,

I spoke with (b)(6);(b this afternoon and told her that according to the SOW, ICE could upload a maximum of 2,500 records in a "batch upload" to the Alert List. Based on our conversation, we don't think it's necessary to include any specific numbers in the final contract about how many records are on the Alert List at one time, given that operational needs can change. However, we want to make it clear in the finalized contract that ICE users will continuously update the Alert List to remove/delete records that no longer need to be there. As long as that's spelled out, we should be all set on that question.

Feel free to call or email me if you need more clarification.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: 2 Oct 2017 13:51:04 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: LPR records needs

Hi (b)(6);(b)(7)(C)

Could you give us an estimate on how many license plates any single user might actually have a need for on the alert list at any given time? We want to specify in the PIA (and the SOW) the number of license plate numbers that can be on the alert list, and we want to make sure it meets (but does not overly exceed) the operational need.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: 24 Oct 2017 10:55:03 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: LPR SOW

Hi (b)(6);(b)(7)(C)

Do you know when we could expect to see the revised SOW/contract before it's finalized? Thanks.

(b)(6);(b)(7)(
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: 14 Dec 2017 15:04:34 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: LPR Splash Screen Language
Attachments: Splash Screen Language (IGP JAH 12 14 2017).docx

Good afternoon (b)(6);(b)(7)(C)

Attached is a draft of the splash screen language (Rules of Behavior) that will appear when ICE users log on to the LPR database. Please review and provide any edits via track changes.

Deadline: COB Monday December 18

Please call me with any questions.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

Splash Screen Language (DRAFT December 14, 2017)

Welcome to Vigilant's LEARN LPR Database. Before using the database, you must agree to the following:

(1) Law Enforcement Purpose: ICE will access, collect, and/or use LPR data and technology only for authorized criminal and civil law enforcement purposes. Authorized law enforcement purposes mean that ICE's use must be associated with an ongoing investigation, target of investigation, and/or targeted enforcement activities.

(2) Querying the Commercial LPR Data Service: ICE personnel will only conduct searches of the commercial LPR data service using specific license plate numbers; geographic-based searches are not permitted at this time.

(3) Use of Commercial LPR Data: ICE will not take enforcement action based solely on data collected from Vigilant's LEARN database. LPR data must be supplemented with other investigative information before enforcement action is taken.

(4) Auditing User Activity: All actions that you take while logged into the database will be recorded in an audit log. This audit log will be available to DHS Agency Managers quarterly, and upon request.

(5) Adding License Plate Numbers to Alert Lists: ICE personnel may only add license plate numbers to an Alert List that relate to an ongoing criminal investigation or immigration enforcement matter. ICE personnel will not gather and add license plate numbers to Alert Lists based solely on race, ethnicity, nationality, religious affiliation, sex, sexual orientation, or other protected status, unless authorized by law.

(6) Removing License Plate Numbers from Alert Lists: ICE personnel must remove license plates from Alert Lists once they no longer relate to an ongoing criminal investigation or immigration enforcement matter.

(7) Free-Text Field**:** ICE personnel must complete the free-text field to reference the specific case for which a query was performed. At a minimum, users must enter the subject's name, and either the corresponding case number or Alien Registration Number (A-number).

(8) Data Retention: ICE will not build or host an LPR system or database. License plate matches will be maintained in the relevant case file or IT system according to the corresponding records retention periods. ICE will not retain LPR data that is not related to an ongoing law enforcement investigation or immigration enforcement matter.

(9) Penalties: Impermissible use of the system will subject you to discipline, in accordance with ICE policy.

Acknowledgment: I acknowledge receipt of, understand my responsibilities, and will comply with the rules of behavior for Vigilant's LEARN LPR data service.

Name/Signature/Date

From: (b)(6);(b)(7)(C)
Sent: 27 Sep 2017 14:51:08 -0400
To: (b)(6);(b)(7)(C)
Subject: Operational Question for ERO/HSI

Hi (b)(6);(b)(7)(C)

One of the issues we discussed on the phone yesterday was how many records can be maintained in the Alert List. The SOW previously said 2,500, but the TRSS Response said that Vigilant can provide up to 10 million. Would you be able to coordinate with the program offices to see how many Alert List records they'd need record of (on a per person basis)? We want to make sure they're able to fulfill their missions while at the same time limiting the Alert List to those cases that are truly mission necessary.

I know that there are already some questions that you're going to clarify with ERO and HSI, so if you could add this to the list that would be great, and we can amend the SOW as necessary.

Please feel free to reach out with any questions.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Privacy & Records Office
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: 17 Nov 2017 08:16:09 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: LAW ENFORCEMENT SENSITIVE: TRSS LPR
Attachments: 01.01_Market Research.docx, 01.02_APFS P2017040214.pdf, 01.05_SOW_License Plate Readers.docx, 01.12_Small Business Review Form.pdf
Importance: High

Hi (b)(6);(

Please see attached for review. I was not sure if LES procurements should be posted in Sharepoint or not. If they can, I will upload them there for your review. Please advise.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);
Mobile: (202) 878-(b)(6);
(b)(6);(b)(7)(C)

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Market Research for
Immigration and Customs Enforcement (ICE)
Access to National License Plate System
November 15th, 2017

I. Authority

This market research memorandum is in accordance with FAR 7.102, Acquisition Planning Policy, and FAR 10.001, Market Research Policy. IAW with FAR Part 8.002, FAR 8.6 Acquisition from Federal Prison Industries (FPI/UNICOR) and FAR Part 8.7, Acquisition from Nonprofit Agencies Employing People Who Are Blind or Severely Disabled (Ability One), research was conducted to determine if this item is available from these required sources. This service was not available from either FPI or Ability One.

II. Background Information

The U.S. Department of Homeland Security (DHS)/Office of Enforcement and Removal Operations (ERO) and Homeland Security investigations (HSI) have a requirement to obtain query-based constant (24 hour, seven days a week) access to a commercially available nationwide License Plate Reader (LPR) that includes mobile application requirements and is able to meet ICE privacy requirements. The LPR database will be provided for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties. ICE will use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud.

The Contracting Office anticipates awarding a sole source standalone contract in accordance with FAR 6.302-1 "Only One Source" to Thomson Reuters Special Services (TRSS). The NAICs code for this type of service is 519190 – All Other Information Services. The Product Service Code is D317 – IT and Telecom – Web-Based Subscription. The expected dollar value for this procurement is (b)(4) The following details the acquisition team dedicated to this procurement:

Name	Title	Office	Telephone	E-mail Address
(b)(6);(b)(7)(C)	Contracting Officer	OAQ/DCR	202-732-(b)(6);(b	(b)(6);(b)(7)(C)
	Contract Specialist	OAQ/DCR	202-732-(b)(6);(	
	Section Chief	ERO	202- 732-(b)(6);(	

Market research for this requirement has been ongoing since 2012. In 2012, a requirement for access to a National Vehicle Location Services (NVLS), a product that was offered by Vigilant Video, was submitted by the ERO Dallas Field Office. At the time, access to license plate databases for ICE law enforcement personnel was done at the Field Office level with small sole-

source purchase order to Vigilant Video for limited access over a short period of time. As a result to of a FBO post of notice of intent to award a sole source contract, award HSCECR-12-P-00037 posted on FBO on July 4, 2012, ICE received an email from Locator Technologies dba Portfolio Recovery Associates (PRA), that their system had similar capabilities. The sole source was not awarded and further market research was conducted. After speaking with Andy Robinson of PRA, additional vendors were discovered in the license plate camera industry that had connections to vendors that compiled data. MVTRAC, Platenet, Elsag and NLETS were contacted in addition to PRA and Vigilant Video about their specific databases.

ERO had multiple internal meetings about using ERO using this software nationwide. ERO set aside money so that each of the field offices could have access to one of the license plate databases. After additional research it was determined that other components within DHS would have interest in the products offered by the license plate companies. ICE OAQ reached out to the DHS library services group, who handle the acquisition of subscriptions for DHS requesting that they handle the acquisition of a License plate database for DHS. The DHS Library Services Group declined citing that the majority of the users were from ICE and CBP and not DHS as a whole. They would support one of the agencies taking the lead and strategically sourcing the contract. (b)(6);(b)(7)(C) sent an email to the DHS strategic sourcing inbox to find out whether or not this was a viable option. (b)(6);(b)(7)(C) contacted folks within other DHS components to gauge interest. Once it was determined that there was interest in the software an IPT was formed. The IPT consisted of Acquisition personnel from ICE and U.S. Marshall Service as well as technical personnel from the Secret Service, CBP, ICE, Federal Protective Service and U.S. Marshall Service.

Research was done in the market place in late 2012 and early 2013 (Jan-Mar) to determine other possible vendors. This was done via internet searches and talking to vendors about their competition in the industry. It was discovered that CBP issued an RFI in early January 2013 for License Plate Recognition Infrastructure. Even though the requirements were not the same the possible vendors responding would most likely be similar. ICE was able to obtain the names and responses from each of the vendors. ICE OAQ reached out to each of the vendors directly via telephone and email. An Industry Day was held on May 15, 2013.

As a result of the market research described above, ICE issued a competitive solicitation for subscription access to a license plate database for approximately (b)(4). ICE received three proposals. One from Vigilant Video, One from LexisNexis which proposed access to Vigilant Video and PRA which submitted a proposal that did not meet the technical requirements listed in the solicitation. Vigilant Video was determined as the highest technical proposal. LexisNexis offered a proposal that combined their law enforcement database along with Vigilant License plate data. PRA also submitted a response but their proposal did not meet the technical requirements of the proposal. Following the evaluation it was determined that the pricing was too expensive both for the ICE budget at the time and the pricing Vigilant offered to state and local governments.

In the summer of 2017, ICE examined the possibility of utilizing CLEAR the law enforcement data service currently utilized by HSI and ERO under contract HSCEMD-17-F-00008, to obtain access to license plate data. Since the agents and officers already used TRSS to perform their law

enforcement searches, it would be very convenient to add the license plate module to services already used in the field. Meetings between ICE and TRSS took place to determine whether or not that would be a viable solution. TRSS offered not only their license plate data but also discussed the possibility of partnering with Vigilant Video to add their data capabilities as well. Furthermore, pricing was offered for not only 1-500 subscriptions, but rather a subscription for an unlimited amount of ICE law enforcement personnel users. The determination was made that since the CLEAR contract was written against the TRSS GSA Schedule and the current license plate data was not included on their GSA schedule, that this service could not be added via this contract vehicle. ICE would need to procure these services through another method.

III. Initial Requirements

The requirements development process was more complex than for a typical commercial product due to the privacy concerns and political sensitivity of the requirement. As mentioned above, the government held an industry day in 2013, where vendors were able to meet with ICE and representatives from other DHS and DOJ components in a small setting to preset the capabilities of their current systems and where the industry was heading in the next 5-10 years. These requirements were fine tuned to meet the law enforcement standards required by ICE. In addition, due to the sensitivity, the ICE privacy office has become integrally involved in writing the privacy section of the requirement.

The government has examined many different scenarios to ensure cost effectiveness. ICE has evaluated whether to have an agency wide subscription or super users which could conduct searches on behalf of ICE agents. Based on the anticipated pricing proposed by TRSS, the most price advantageous option would be the agency wide subscription. Additionally, many of the privacy concerns are alleviated when each user is directly responsible for defending the law enforcement back up for their requested search rather than a super user search.

In order to ensure maximum usage, ICE would like a mobile search capability that would be capable with iOS. The database must have a significant number of scans in the most important geographic areas in order for it to be considered effective tool for the ICE agents. The agents should have some reasonable expectation that the scans are reliable. There needs to be a plan to ensure that the company can provide the service moving forward. Since the majority of state and local law enforcement is already using this service, a demonstration that other law enforcement customers should be mandatory.

It must have audit and reporting capabilities. Additionally, many of the search requirements must be tracked back to either a user log or a law enforcement justification to ensure that the privacy concerns are adequately addressed.

Each of these requirements ensures that ICE is obtaining access to a reliable and effective license plate subscription service.

The performance requirements, as per the SOW, include:

- Data Service Content/Scope:

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations
- The LPR data service shall make available at least 30 million new unique LPR data records each month

- User Management and Support
  - Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).
  - The ability to add new users or delete existing users within 24 business hours of ICE's request.
  - Unlimited technical support to each user.

- Functional Requirements:
  - Query Capabilities
  - Alert List Capabilities
  - Mobile Device Capabilities
  - Audit and Reporting Capabilities

The proposed action will result in the award of a contract for a total potential period of two (2) years and eight (8) months; 12/5/2017 – 09/30/2020. An Advanced Planning Forecast System (APFS) record was sent to OAQ from ERO on November 8, 2017. The record was claimed by OAQ but not posted as the requirement is law enforcement sensitive.

IV. Participants in Market Research

The following individuals have been instrumental in the Market Research effort:

Name, Title	Office	Telephone	Email Address	Role/Responsibility in Market Research
(b)(6);(b)(7)(C)	ERO	202-732-(b)(6);(	(b)(6);(b)(7)(C)	Program Office
	OAQ/DCR	202-732-(b)(6);(b		Contracting Officer
	OAQ/DCR	202-732-(b)(6);(b		Contract Specialist

~~LAW ENFORCEMENT SENSITIVE~~

Contract Specialist				
(b)(6);(b)(7)(C)	OAQ/Small Business Office	202-732-(b)(6);(	(b)(6);(b)(7)(C)	Small Business Specialist
	ICE/Privacy	202-732-(b)(6);(		Privacy Specialist
	ICE/Privacy	202-732-(b)(6);(		Privacy Specialist

V. Market Research Methods and Sources

As discussed above, access to license plate databases has been previously accomplished through small purchase orders for a limited amount of time for individual field offices. In 2012, ERO had multiple internal meetings about using ERO using this software nationwide. As a result of the market research described above, ICE issued a competitive solicitation for subscription access to a license plate database for approximately 1-500 users. Following the evaluation it was determined that the pricing was too expensive both for the ICE budget at the time and the pricing Vigilant offered to state and local governments.

In accordance with the FAR, a search of NIB/NISH, FPI/UNICOR, GSA Federal Supply Schedules, SBA Database, Department-Wide Vehicles/DHS Strategic Sourcing Vehicles, and Commercial Databases yielded that the type of services was not available through these sources. License plate databases are commercially available; however the privacy and data controls required are not currently commercially available and will require a large amount of customization. The Contracting Officer views the privacy requirement as an entirely separate part of the requirement that is almost entirely a requirement on its own.

In the summer of 2017, ICE examined the possibility of utilizing CLEAR the law enforcement data service currently utilized by HSI and ERO under contract HSCEMD-17-F-00008, to obtain access to license plate data. Since the agents and officers already used TRSS to perform their law enforcement searches, it would be very convenient to add the license plate module to services already used in the field. Meetings between ICE and TRSS took place to determine whether or not that would be a viable solution. TRSS offered not only their license plate data but also discussed the possibility of partnering with Vigilant Video to add their data capabilities as well. Furthermore, pricing was offered for not only 1-500 subscriptions, but rather a subscription for an unlimited amount of ICE law enforcement personnel users. The determination was made that since the CLEAR contract was written against the TRSS GSA Schedule and the current license plate data was not included on their GSA schedule, that this service could not be added via this contract vehicle. ICE would need to procure these services through another method.

On July 3rd, 2017, a Request for Information was sent to TRSS to obtain query-based constant (24 hour, seven days a week) access to a commercially available nationwide License Plate Reader (LPR) that includes mobile application requirements, is able to meet ICE privacy requirements, and is available for an unlimited number of ERO and HSI users. TRSS responded stating they could meet the requirements by partnering with Vigilant Video and presenting access to the license plate reader database through a hyperlink in their CLEAR application.

Accessing Vigilant data through TRSS enables ICE users to limit the number of sources agents need to query for investigative purposes. Adding this functionality is critical to ensuring that ICE is using all available tools to further its criminal law enforcement and civil enforcement missions. Allowing all searches to occur in one system increases the likelihood that the data will be used by the officers to more effectively carry out the ICE mission. It also ensures uniformity across the search process increasing the likelihood of successful outcomes for arrests that rely on this information. Additionally, it holds one vendor accountable for all information acquired by law enforcement. This increases the likelihood that information relied on by two different systems will be accurate and sustain any legal challenges.

Multiple meetings between OAQ, Privacy, and TRSS were held which confirmed that the proposed solution would meet privacy needs and offer additional operational benefits unforeseen previously. The Contracting Officer has determined that the only solution that meets the requirement is the proposed solution from TRSS as they partner with Vigilant Video to provide license plate reader data access through a current law enforcement database used by ICE.

VI. Identify Product/Services and Sources Able to Meet the Requirement

The vendor found able to meet this requirement is Thomson Reuters Special Services (TRSS) located at 1410 Spring Hill Rd., McLean, VA 22102-3058. TRSS is a large business. The POC for this company is (b)(6);(b)(7)(C), 443-622-(b)(6);(b)(7)(C)

VII. Description of the Commercial Marketplace

License plate databases are commercially available; however the privacy and data controls required are not currently commercially available and will require a large amount of customization. TRSS has entered into a partnership with Vigilant Video whereby they will provide license plate reader data provided by Vigilant Video through the current law enforcement database used by ICE. The proposed solution meets all privacy, functionality, and compatibility requirements in order to meet ICE's mission and obtain the best value.

VIII. Pricing and Market Issues

There are no known pricing or market issues. The price is expected to be found fair and reasonable through an analysis of previous contracts for a similar requirement.

IX. Other Considerations

The contracting officer has determined that this requirement is exempt from the posting requirements of FAR Part 5.101.

1. FAR Part 5.102(a)(5)(i) The contracting officer need not make a solicitation available through the GPE, as required in paragraph **(a)(4)** of this section when-
   (i) Disclosure would compromise the national security (*e.g.,* would result in disclosure of classified information, or information subject to export controls) or create other security risks.

Due to these circumstances and the fact that access to PRISM is available to contractor employees the "Law Enforcement Sensitive" Documents for this procurement action will not be posted in PRISM. Access to these procurement documents can be requested from the Contracting Specialist/Contracting Officer listed in the contract.

X. Market Analysis Summary

Based on the information obtained from GSA, System for Award Management (SAM), previous acquisition history, and privacy requirements, this requirement will be solicited as a sole source requirement to TRSS. Market research has yield that there are no other sources that can meet the privacy requirements, provide nationwide license plate data subscription at an agency-wide level, and meet the current functionality requirements with current ICE capabilities. No other sources can satisfy agency requirements. The Contracting Officer determines that the anticipated price is expected to be fair and reasonable through an analysis of previous contracts for a similar requirement.

_____ _____

(b)(6);(b)(7)(C) **Date**

Contract Specialist, OAQ (DCR)

_____ _____

(b)(6);(b)(7)(C) **Date**

Contracting Officer, Unit Chief OAQ (DCR)

Acquisition Planning Forecast System

Forecast Record Number: P2017040214

Component:	ICE/ERO
Requirements Office:	ICE/ERO/HQ-Enforcement Management Division
Contracting Office:	ICE/OAQ/DCR-Detention, Compliance & Removal
APFS Coordinator Office:	ICE/APFS Coordinator

NAICS: 519190	**Competition:** NO
Contract Vehicle: None	**Small Business Program:** None
Contract Status: New Requirement	
Estimated Period Of Performance:	
Estimated Solicitation Release:	**Anticipated Award Date:**
Description: Law Enforcement Sensitive. DO NOT POST.	
Estimated Dollar Range: (b)(4)	
Estimated Base Year Funding: (b)(4)	**Estimated Total Value:** (b)(6);(b)(7)(C)
Place of Performance: Washington, DC	**POC Name:** (b)(6);(b)(7)(C)
POC Phone: 202732(b)(6);	**POC Email:** (b)(6);(b)(7)(C)

Record History

Date/Time	Moved From	Moved To	Assignment
Nov. 8, 2017, 4:22 p.m.	Contracting	Contracting	**To:** (b)(6);(b)(7)(C) **From:** (b)(6);(b)(7)(C)
Nov. 8, 2017, 4:11 p.m.	Requirements	Contracting	**To:** unassigned **From:** (b)(6);(b)(7)(C)
Nov. 8, 2017, 4:11 p.m.	New	Requirements	**To:** (b)(6);(b)(7)(C) **From:** (b)(6);(b)(7)(C)

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Statement of Work
Access to License Plate Reader Commercial Data Service
November 1, 2017

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's law enforcement offices operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE law enforcement personnel will query the LPR database using known license plate numbers associated with aliens for immigration enforcement purposes, based on leads, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries can assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**

~~LAW ENFORCEMENT SENSITIVE~~

- A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection and coordinates.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or share the information with other customers, business partners, or any other entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

- The vendor will ensure ICE user queries are conducted anonymously to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will save license plates numbers to query them against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user who queried the license plate number.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The vendor will provide the ability to establish Alert List submissions, flag license plates for deconfliction, and perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate.

- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. If determined to be cost feasible, the system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

    - Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

    - Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
    - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
    - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
    - Date and time of query; and
    - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside

entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Guaranteed Minimums
The minimum that the Government agrees to order during the period of this contract is $10,000.00 for the base year only.

C.7. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.8. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.9. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

APFS Reference # F P201704214 LES

RFI/Sources Sought # (if applicable) _____

DEPARTMENT OF HOMELAND SECURITY

SMALL BUSINESS REVIEW FORM

Execution of the DHS small business program requires coordination and participation from all members of the acquisition team. The appropriate acquisition personnel to complete this form [i.e., Contracting Officer, Requesting Office (consultation) and the Small Business Specialist (consultation)] are identified by item. After appropriately excluding the mandatory sources for the Federal Prison Industries (FAR 8.6) and the Ability One program (FAR 8.7), contracting offices shall use this form for all procurement actions greater than the SAT except when: a) issuing orders/calls under single award IDIQ contracts and under single award BPAs, and b) issuing orders/calls under multiple award IDIQ contracts or BPAs when the initial vehicle was awarded under a single Small Business program under FAR Part 19. The form shall be completed prior to synopsis or solicitation release.

Items (1-8) Request - *Completed by the Contracting Officer in consultation with the Requesting Office*

(1) Requisitioner Name/Telephone Number	(2) Office/Organization	(3) Requisition Number
(b)(6);(b)(7)(C) +1 (202) 732-(b)(6);(b	ICE/ERO/FUGOPS	TBD

(4) Contract Specialist Name/Telephone Number	(5) Contracting Officer Name/Telephone Number
(b)(6);(b)(7)(C) +1 (202) 732-(b)(6);(b	(b)(6);(b)(7)(C) +1 (202) 732-(b)(6);(

(6) Description of Product or Service

Law Enforcement Sensitive. Access to License Plate Readers database.

(7) Estimated dollar value: Base Period: $ (b)(4) Total Estimated Value Include Options $ (b)(4)

(8) Period of Performance: Base Period FROM: 12/05/2017 TO: 09/30/2018

Option Periods 2 FROM: 10/01/2018 TO: 09/30/2020

Items (9-12) - Procurement Information/History - *Completed by the Contracting Officer*

(9) NAICS Code	(10) Small Business Size Standard	(11) Synopsis Requirement
519190	Employees 0 Average annual receipts N/A	☐ YES ☒ NO, exceptions [FAR 5.202(a)]

(12) New Requirement ☒ YES ☐ NO

If new requirement (If [yes], proceed to items 13-17)

If prior procurement history exists (If [no], complete prior procurement history below; consult with SBS as necessary)

Contract/Delivery or Task Order Number	Period of Performance

Contractor Name & Address

Total Amount:	Contractor Size/Preference Status:

Number of Offerors: ____ LB ____ SB ____ HUBZ. ____ SDB. ____ 8(a) ____ WOSB ____ SDVOSB

Remarks:

Items (13-17) - Proposed Procurement Strategy/Method - *Completed by the Contracting Officer*
All procurement actions (Open Market/MAS (FSS)-GSA, MAC, GWAC, DWAC, BPA, C/OWAC, etc.) greater than the SAT, complete items (13-16). Please choose ONLY one of the items (13-15) for your procurement strategy. If the action is unrestricted and (b)(4) or more, also complete item (17) for Substantial Bundling Review.

FOR ALL PROCUREMENT ACTIONS GREATER THAN THE SAT (See FAR 2.101), (Except for exclusions identified on this form)

(13) **First Consideration:** Consider the following socio-economic programs. See FAR 19.203, 19.502-4, and 8.405-5 for reference.

Select Open Market or Pre-Existing Contract Vehicle:

☐ Open Market **OR** ☐ Pre-Existing Contract Vehicle

Competitive
- ☐ 8(a) Set-Aside
- ☐ HUBZone Set-Aside
- ☐ SDVOSB Set-Aside
- ☐ EDWOSB Set-Aside
- ☐ WOSB Set-Aside

Sole Source
- ☐ 8(a)
- ☐ HUBZone
- ☐ SDVOSB
- ☐ EDWOSB
- ☐ WOSB

Pre-existing Contract Utilizing a Set-Aside
- ☐ Multiple Award schedule - MAS(FSS), BPA-GSA
- ☐ Multi-Agency Contract - MAC
- ☐ Gov't-Wide Acquisition Contract - GWAC
- ☐ Department-Wide Acquisition Contract - DWAC
- ☐ Component/Office-Wide Acquisition Contract - C/OWAC

(Attach proposed list of vendors, including size status)
Type of Set-Aside: _____

Note: ☐ Attach supporting documentation (market research) validating your proposed strategy.

(14) **Second Consideration:** Consider the general Small Business Set-Aside.

Select Open Market or Pre-Existing Contract Vehicle:

☐ Open Market **OR** ☐ Pre-Existing Contract Vehicle

Competitive
- ☐ Total SB Set-Aside
- ☐ Partial SB Set-Aside

Sole Source
- N/A
- N/A

Pre-existing Contract Utilizing a Set-Aside
- ☐ Multiple Award schedule - MAS(FSS), BPA-GSA
- ☐ Multi-Agency Contract - MAC
- ☐ Gov't-Wide Acquisition Contract - GWAC
- ☐ Department-Wide Acquisition Contract - DWAC
- ☐ Component/Office-Wide Acquisition Contract - C/OWAC

(Attach proposed list of vendors, including size status)
Type of Set-Aside: _____

Note: ☐ Attach supporting documentation (market research) validating your proposed strategy.

(15) **Third Consideration:** If the first and second considerations have been ruled out based on market research, then consider an approach where an "other than small business" concern is expected to serve as the prime contractor. Small business participation in an open market scenario will be critical through subcontracting and the DHS Mentor Protege Program; for pre-existing contract vehicles awarded to large businesses follow the terms and conditions of the contract that have already been established, including the subcontracting plan. If no subcontracting opportunities exist, attach the associated documentation, in accordance with FAR 19.705-2(c) and HSAM 3019.705-2, determining the need for a subcontracting plan.

Select Open Market or Pre-Existing Contract Vehicle:

☒ Open Market **OR** ☐ Pre-Existing Contract Vehicle

Competitive
- ☐ Unrestricted (Full and Open)

Sole Source (FAR 6.303)
- ☒ Attach J&A

Limited Sources (FAR 8.405-6)
- ☐ Attach Limited Sources Justification

Fair Opportunity (FAR 16.505(b)(2)(ii))
- ☐ Attach Justification for an Exception to Fair Opportunity

Pre-existing Contract Vehicle
- ☐ Multiple Award schedule - MAS(FSS), BPA-GSA
- ☐ Multi-Agency Contract - MAC
- ☐ Gov't-Wide Acquisition Contract - GWAC
- ☐ Department-Wide Acquisition Contract - DWAC
- ☐ Component/Office-Wide Acquisition Contract - C/OWAC

(Attach proposed list of vendors, including size status)

☐ Subcontracting Plan Discussion with SBS (Open Market Only)

☐ Mentor-Protégé Program Discussion with SBS, HSAR 3052.219-71 (Open Market Only)

Note: ☐ Attach supporting documentation (market research) validating your proposed strategy.

(16) Reason for Unrestricted Procurement

- ☐ No reasonable expectation that offers will be obtained from at least two 8(a), HubZone small, Service Disabled Veteran Owned Small, Economically Disadvantaged Women-Owned Small Business, Women-Owned Small Business, or general Small Business concerns offering the products of different small business concerns.
- ☒ No reasonable expectation that award will be made at a fair market price.
- ☐ Requirement not severable into two or more production runs or lots.

(17) Substantial Bundling Review (Completed for all unrestricted procurement actions of (b)(4) or more)

- ☐ YES ☒ NO Does the procurement meet the definition of a Bundled Contract (FAR Part 7.107 and 13 CFR Part 125.2 (d)(1)(i))? If YES continue, if NO proceed to item (18).
- ☒ YES ☐ NO Did procuring activity coordinate acquisition strategy with the small business specialist and the Small Business Administration (SBA) Procurement Center Representative (PCR) (FAR Part 7.104(d)(1) and FAR Part 19.202-1(e)(1)?
- ☐ YES ☒ NO Was requirement to notify the affected incumbent small business concerns of the Government's intention to bundle the requirement performed, at least 30 days before release of the solicitation (FAR Part 10.001(c)(2)(i)?
- ☐ YES ☒ NO If procuring activity believes bundling is necessary and justified, was proper analysis submitted to CPO (HSAM 3007.107(b))?

SUBMISSION AND REVIEW SIGNATURES

Items (18-21) Submission and Reviews (Completed by appropriate officials)

(18) Contracting Officer ☐ Concurrence

Signature of Contracting Officer: _____ Date: _____

(19) Small Business Specialist ☐ Concurrence ☐ Non-Concurrence (Attach justification)

Signature of Small Business Specialist: _____ Date: _____

(20) Contracting Officer response to SBS Non-Concur ☐ Concurrence ☐ Non-Concurrence (Attach justification)

Signature of Contracting Officer: _____ Date: _____

(21) Completed for all unrestricted actions of $2,500,000 or more (including sole source procurements to other than small business).

SBA Procurement Center Representative ☐ Concurrence ☐ Non-Concurrence

Signature of SBA PCR: _____ Date: _____

INSTRUCTIONS FOR DHS FORM 700-22, SMALL BUSINESS REVIEW

FOR ALL PROCUREMENT ACTIONS GREATER THAN THE SAT (See FAR 2.101), (Except for exclusions identified on this form)

Execution of the DHS small business program requires coordination and participation from all members of the acquisition team. The appropriate acquisition personnel to complete this form [i.e., Contracting Officer, Requesting Office (consultation) and the Small Business Specialist (consultation)] are identified by item. After appropriately excluding the mandatory sources for the Federal Prison Industries (FAR 8.6) and the Ability One program (FAR 8.7), contracting offices shall use this form for all procurement actions greater than the SAT except when: a) issuing orders/calls under single award IDIQ contracts and under single award BPAs, and b) issuing orders/calls under multiple award IDIQ contracts or BPAs when the initial vehicle was awarded under a single Small Business program under FAR Part 19. The form shall be completed prior to synopsis or solicitation release.

1. The following provides instructions for the completion of each item on the DHS Form 700-22:

Request - Items (1-8) are self explanatory.
Procurement Information/History - Items (9-12) are self explanatory.
Proposed Procurement Method/Strategy - Items (13-17):

If planning an open market procurement or use of a pre-existing contract vehicle greater than the SAT, complete items (13-16). If the action is unrestricted and $2,500,000 or more, also complete item (17) for Substantial Bundling Review.

Item (13) Indicate the socioeconomic program planned for the requirement, after proper market research.
Item (14) Indicate SB Set-Aside, after proper market research.
Item (15) Indicate the full and open/unrestricted contracting method along with Subcontracting Plan and Mentor Protégé involvement.
Item (16) Indicate reason for unrestricted procurement.

Item (17) Complete **Substantial Bundling Review** for all unrestricted procurement actions of (b)(4) or more.

Submission and Review Signatures

Items (18-21) Submission and Reviews (completed by appropriate officials).

Item (18) Signature of Contracting Officer.
Item (19) Signature of Small Business Specialist (SBS) to indicate concurrence or non-concurrence.
Item (20) Signature of Contracting Officer to indicate concurrence or non-concurrence in the event the SBS non-concurs.
Item (21) Signature of Small Business Administration (SBA) Procurement Center Representative (PCR) to indicate concurrence or non-concurrence.

2. Review and Required Signatures:

Types of Reviews **X - indicates review and signature unless noted otherwise.**	**Contracting Officer**	**Small Business Specialist**	**SBA PCR**
All procurement actions (set-aside, unrestricted, open Market, and pre-existing contract vehicles) greater than the SAT.	**X**	**X**	
All procurement actions of (b)(4) or more (unless set-aside). This review will also include the Substantial Bundling Review, Item (17).	**X**	**X**	**X**

3. Additional Requirements for Substantial Bundling: Whenever substantial bundling is contemplated for any requirement over $2,500,000, a separate justification is to accompany the Small Business Review Form. This justification shall be prepared in accordance with HSAM 3007.107 and 3019.202-271 (b)(2).

4. Standard timeframes for completion of form by review officials. The SBS shall complete the review process within 2 business days. The SBA PCR shall complete the review process within 2 business days.

5. The completed DHS Form 700-22 shall be placed in the solicitation file.

From: (b)(6);(b)(7)(C)
Sent: Fri, 22 Dec 2017 15:11:10 +0000
To: (b)(6);(b)(7)(C)
Cc:
(b)(6);(b)
Subject: LEARN platform clarification questions (answers to both emails)
Attachments: smime.p7s

(b)(6);(b)(7)
Our answers to your LEARN platform clarification questions are in bold.

Q1. P. 8, the proposal states "If awarded, Vigilant will make this a mandatory audit screen that the user must populate prior to any query." Can you confirm the "audit screen" is the free-text field?
A1. The audit screen includes the name of the requestor, the case number, the reason code and the free text field.

Q2. P. 8 the proposal states "Vigilant will provide the ability for a user to indicate who is requesting the query. All information will be stored in the audit logs." The query interface requiring a user to identify themselves is a requirement. Please confirm that this will be a requirement in the system rather than made "available."
A2.Yes, this will be a requirement.

Q3.P. 10 the proposal states "Vigilant will not modify data owned by third parties," and "Vigilant cannot edit or modify these records should there be a misread." Please confirm this is reference to third party queries.
A3. This particular reference is to the images of the plates themselves which are unable to be changed, but in addition, no third party queries will be changed.

Q4. P. 11 the proposal states "Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make, model, color, and a reason code as a custom field and comments section of up to 255 characters or less." Can the fields that are mandatory for a single query (plate number, state, reason code, and free-text field) also be made mandatory for the alert list? This was the intent of the requirement.
A4. YES

Q5. P. 11 the proposal states "Vigilant will add an option for other agencies to allow their uploaded hot-plates to be used for deconfliction purposes by ICE, based solely on License Plate and State ID." While ICE may have access to state/local law enforcement plates, please confirm the converse will not be true; state/local LEAs will not know that ICE has a plate on an Alert List.
A5. THIS IS CORRECT

Q6. P. 12 the proposal states "Vigilant will preserve commercial data indefinitely." Please confirm that none of the queries including photo queries would fall under this.
Q6. THIS IS CORRECT; COMMERCIAL DATA DOES NOT INCLUDE QUERY AUDIT INFORMATION WHICH IS PROPERTY OF THE GOVERNMENT

Q7. P. 12 the proposal states “Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list. Please advise if this is meant to say that alert list data is only retained in audit logs once removed by the user or expired. Please confirm.

A7. AUDIT RECORDS ARE NOT ALTERED WHEN AN ALERT PLATE EXPIRES.

Q8. P. 13 – the proposal states “Vigilant maintains a complete audit record of every transaction, including date, time, user, IP Address, and query parameters sufficient to reproduce the exact query. Audit records are property of ICE.” Please confirm that the logs will also contain the results of the query. It is a part of the requirement but not of the response.

A8. THE AUDIT RECORD CONTAINS INFORMATION SUFFICIENT TO REPRODUCE THE QUERY BUT THE DATA RETURNED BY THE QUERY AT A LATER TIME MAY PRODUCE DIFFERENT RESULTS DUE TO LEA RETENTION POLICIES. LPR DETECTION DATA BELONGING TO VIGILANT IS HELD INDEFINITELY AND WILL ALWAYS BE RETURNED BY THE QUERY.

Q9. Please confirm what the user must enter for a batch query. Is it license plate only? Or license plate + state of registration + reason code?

A9. License Plate + State of Registration + Alert Type + (Upload Reason Code on Audit)

Q10. If ICE wants to add requirements (such as reason code or free text) is that possible?

A10. Yes.

Please let me know if you have any additional questions.

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 17 Nov 2017 14:08:18 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: LES: TRSS LPR J&A
Attachments: 01.06_JandA TRSS LPR.DOC
Importance: High

(b)(6);(b)(7)(C)

Please see attached J&A for your review.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

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Office of the Acquisition Management
U.S. Department of Homeland Security
801 I Street, NW
Washington, DC 20536

U.S. Immigration and Customs Enforcement

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

41 U.S.C. §§ 3301-3311

Pursuant to the requirements of the Competition in Contracting Act (CICA) as implemented by the Federal Acquisition Regulation (FAR) Subpart 6.3 and in accordance with the requirements of FAR 6.303-1, the justification for the use of the statutory authority under FAR Subpart 6.3 is justified by the following facts and rationale required under FAR 6.303-2 as follows:

1. Agency and Contracting Activity

The U.S. Department of Homeland Security (DHS)/ Office of Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI), and Immigration and Customs Enforcement (ICE) Office of Acquisitions Management (OAQ)/Detention Management Division (DCR), proposes to obtain query-based access to a commercial available License Plate Reader (LPR) database under other than full and open competitive procedures utilizing the exception specified under FAR Subpart 6.302-1 "Only One Source".

2. Nature and/or Description of the Action Being Approved

This Justification and Approval (J&A) approves the issuance of a sole source contract for access to a nationwide query-based License Plate Reader for ICE users. The proposed contract will be a firm fixed price contract and the total potential period of performance of this effort is two (2) years eight (8) months, consisting of one (1) eight-month base period and two (2) one year option periods. The total potential value of this requirement is estimated at $6,270,232.00.

The government seeks to acquire the required services from Thomson Reuters Special Services (TRSS), LLC located at 1410 Spring Hill Road, McLean, VA 22102-3058.

3. Description of Supplies/Services

DHS ICE/ ERO/HSI have a unique requirement to obtain query-based access to a commercial available License Plate Reader (LPR) database. The LPR data service must provide constant (24 hour, seven days a week) access to a commercial available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud.

4. **Identification of Statutory Authority Permitting Other Than Full and Open Competition**

The statutory authority permitting other than full and open competition is 41 U.S.C. §3304(a)(1), implemented by Federal Acquisition Regulation (FAR) Subpart 6.302-1 entitled "Only One Responsible Source".

5. **Demonstration that the Contractor's Unique Qualifications or the Nature of the Acquisition Requires the Use of the Authority Cited**

The use of this authority is necessary because of the unique requirements of the Government that only TRSS, through their partnership with Vigilant Video, can meet. The Government requires a nationwide searchable access with 24/7/365 availability to a license plate database that includes mobile application access and is able to meet ICE privacy requirements. TRSS has entered into a partnership with Vigilant Video, whereby license plate reader data will be provided by Vigilant Video through the current law enforcement database , CLEAR, provided by TRSS.

The use of TRSS would allow for ease of use access to the agents and officers. TRSS currently holds ICE law enforcement database contract (Contract Number HSCEMD-17-F-00008). Through this contract ICE is able to access numerous law enforcement databases which enable law enforcement in the field to more effectively identify, investigate and locate individuals suspected of criminal activity. Adding this functionality is critical to ensuring that ICE is using all available tools to further its criminal law enforcement and civil enforcement missions. Allowing all searches to occur in one system increases the likelihood that the data will be used by the officers to more effectively carry out the ICE mission. It also ensures uniformity across the search process increasing the likelihood of successful outcomes for arrests that rely on this information.

Additionally, it holds one vendor accountable for all information acquired by law enforcement. This increases the likelihood that information relied on by two different systems will be accurate and sustain any legal challenges.

Further, not having access to a query-based LPR database would severely limit an extremely successful method and system of locating and apprehending targets. The number of man hours required to locate targets would increase and the number of targets arrested would decrease dramatically. Early indications are that the arrest rate would decline by as much as 20%. Access to license plate reader databases has allowed the fugitive operations units to open cases thought to have been cold and resulted in actual arrest. Furthermore, the mobile application will give officers the ability to search plates anywhere, anytime, and includes all the same functionality as the web-based application.

Historically, investigators have not been able to locate a fugitive's vehicle for months at a time. However, using LPR databases, officers were able to locate a fugitive's vehicle, location, and make the arrest. Numerous fugitives and other immigration violators have not only been apprehended in a far shorter period of time, but several cases have been apprehended that might

have otherwise been closed due to lack of further evidence. Access to a query-based nationwide LPR database allows officers to track vehicles, establish timelines, and locate the subject's vehicle.

TRSS, through their partnership with Vigilant Video, is the only contractor that can provide a query-based access to a nationwide LPR database that includes mobile application and can meet ICE privacy requirements. Accessing the LPR database through CLEAR's system enables ICE to limit the number of sources an agent needs to query for investigative purposes and increase efficiencies in meeting the DHS and ICE mission. The period of performance for this acquisition was altered to ten (10) months for the base year to align with offered CLEAR pricing and period of performance.

6. Description of Efforts Made to Ensure that Offers are Solicited from as Many Potential Sources as is Practicable.

Due to the unique functional capabilities and privacy concerns of this requirement, no other vendors are capable of meeting the Government's requirements. A notification will not be posted publicly on Federal Business Opportunities (FBO) as this requirement involves technology and software that are law enforcement sensitive and legally protected from public disclosure as a matter of national security (reference FAR 5.202(a)(1).

In accordance with HSAM 3005.102, DHS Management Directive 11042.1 and ICE Policy Manual 4003.I Safeguarding Law Enforcement Sensitive Information (directive 5-2.0), access to the query-based licensed plate reader has been designated as For Official Use Only/Law Enforcement Sensitive (FOUO/LES. The publicizing of information describing this requirements, its components, and the nature of the relationship between the company and its subcontractors could reasonably be expected to interfere with law enforcement investigations by revealing technical capabilities which hinder the objectives of DHS, and would compromise a technological advantage or countermeasure, thereby providing our adversaries with sufficient information to circumvent our processes and investigations.

7. Determination by the Contracting Officer that the Anticipated Cost to the Government Will be Fair and Reasonable

The following chart details the total cost to obtain query-based access for all ICE users to a commercially available License Plate Reader (LPR) database:

Item Description	Quantity	Unit of Issue	Estimated Unit Cost	Estimated Fixed Price Per Line Item
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/5/2017 - 09/30/2018	10	MO	(b)(4)	
CLIN 1001 Access to License Plate System (All ICE Users),	12	MO		

Option Year 1 - POP: 10/1/2018 - 09/30/2019				
CLIN 1002 Access to License Plate System (All ICE Users), Option Year 2 - POP: 10/1/2019 - 09/30/2020	12	MO	(b)(4)	
Total Estimated Price				

The price to provide these services to the Government will be determined fair and reasonable based on price analysis, including comparison to previous prices paid under similar contracts prior to contract award. Further details can be found in the fair and reasonableness document for this proposed action.

8. Description of Market Research

Every reasonable attempt was made to locate alternate sources. Market research currently shows that the vendor is the only source capable of providing these unique capabilities to meet the Government's requirements.

9. Any Other Facts Supporting the Use of Other than Full and Open Competition.

The acquisition for access to a query-based commercially available License Plate Reader (LPR) database from Vigilant Video through TRSS would best serve ERO's immediate need and be the most cost effective method for this acquisition. These database services are essential to the function of ERO as they strive to meet their mission. These tools assist ERO in the tracking of fugitive criminal aliens. The impact to ERO and ICE would be profound if the database services are procured from other vendors that do not fully meet the requirements and could possibly compromise the mission.

10. A Listing of the Sources, if Any, That Expressed, in Writing, an Interest in the Acquisition.

Not applicable.

11. A Statement of the Actions, if Any, the Agency May Take to Remove or Overcome Any Barriers to Competition Before Any Subsequent Acquisition for Supplies or Services Required.

The Government will continue to monitor the market for sources that may be able to meet the Government's requirement for access to a license plate reader database that meets the Government's functional and privacy requirements.

12. Certifications

I certify that the facts and representations under my cognizance, which are included in this justification, meet the Government's minimum need and that the supporting data, which forms a

basis for this justification, is complete and accurate.

Requirements/Technical Personnel:

(b)(6);(b)(7)(C) _____ Date

ERO Section Chief

Contracting Officer:

I certify that the justification is accurate and complete to the best of my knowledge and belief.

(b)(6);(b)(7)(C) _____ Date

Contracting Officer

~~LAW ENFORCEMENT SENSITIVE~~

From: (b)(6);(b)(7)(C)
Sent: 20 Jun 2017 15:28:17 -0400
To: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: License Plate Reader Contract Discussion

Good afternoon,

I wanted to notify everyone that I'll be setting up a meeting at (b)(6);(b)(request to make sure that everyone is in sync on the direction and timeline for the acquisition and privacy documentation of license plate reader technology. We'll reserve a room at PCN for everyone in the building and will also provide a conference line for those who can't make it in person. The invite will be sent shortly.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732
Main: (202) 732- (b)(6);(b)(7)(C)

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Wed, 10 Jan 2018 21:46:40 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: Proposed Timelines for ICE LPR
Attachments: smime.p7s

(b)(6)
Great to connect with you this afternoon.

Per our discussion, there are some anticipated delays in the LPR system being 100% compliant with the SOW. Please see the estimated deadlines for each SOW requirement.

Estimated date of 2/2/18

- input of 255 character free-text field –exists now, but not mandatory until 2/2/18
- Logon splash screen
- 60-day retention on mobile app
- Deconfliction opt-in
- Update Hot-List/Hot-Plate Audits to include Renewal and Expiration separate from Upload and Deletion (some functionality exists now, but ICE has a specific request re: renewal/expiration that requires additional build)

2/28/18

- Maximum 2,500 records for hot-list entry (currently exists, but user could potentially upload more than 2,500 records)
- Misread button on detections
- Quarterly reports (delayed explained as "no data, so we can't provide reports.")

TBD ~ mid-March (Engineering will continue with the below upon completion of the above)

- Key performance parameters
- Quarterly reports cont'd

Given these limitations, please discuss with your operations team how to proceed. Please let me know what remedy, if any, ICE would like to seek.

I look forward to seeing you tomorrow afternoon.

Thank you!
(b)(6);(b)(7)

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
www.trssllc.com

TRSS We provide critical mission support in the face of evolving threats, by integrating data, technology and subject matter experts, to solve customer challenges. **Click here** for more information regarding **TRSS Services**.

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From: (b)(6);(b)(7)(C)
Sent: 8 Aug 2017 12:58:57 +0000
To: (b)(6);(b)(7)(C)
Subject: quick call

Sir,

Would you have a few minutes for a quick call?

(b)(6);(
Vigilant Solutions
202-906-(b)(6);(
www.vigilantsolutions.com

From: (b)(6);(b)(7)(C)
Sent: 20 Nov 2017 14:12:17 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: OPLA Review: LES: TRSS LPR J&A
Attachments: 01.06_JandA TRSS LPR(cald1).doc

(b)(6);(b)(7)

Please see my comments and edits attached. Please revise and return for further review.

Some larger scope concerns:

a. Have you considered using simplified acquisition procedures IAW FAR part 13.5? This procurement is for a commercial item below the SAT for certain commercial items.

b. What do you have in the way of support from the Program concerning the law enforcement sensitive designation? We (OPLA) aren't convinced that an exception to disclosure (synopsis & J&A) is applicable.

Thanks.

V/r,

(b)(6);(b)(7)(C)
Associate Legal Advisor
Office of the Principal Legal Advisor
U.S. Immigration and Customs Enforcement
Department of Homeland Security
Desk: (214) 905-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, November 17, 2017 1:08 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: LES: TRSS LPR J&A
Importance: High

(b)(6);(b)(7

Please see attached J&A for your review.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

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Page 869

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 870

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 871

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 872

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 873

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

From: (b)(6);(b)(7)(C)
Sent: 13 Dec 2017 16:40:42 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: Please Sign
Attachments: 01.06_SSJ TRSS LPR.pdf

(b)(6);(b)(

Please see document for signature.

Thanks, (b)(

Office of the Acquisition Management
U.S. Department of Homeland Security
801 I Street, NW
Washington, DC 20536

U.S. Immigration and Customs Enforcement

Sole Source Justification (SSJ)
Test Program for Certain Commercial items for procurements exceeding the Simplified Acquisition Threshold (> $150,000) pursuant to FAR Subpart 13.5, including Brand Name
41 U.S.C. § 1901

Date: 12/11/2017 PR Number: 70CDCR18Q00000005

Pursuant to the requirements under the authority of the test program for commercial items at 41 U.S.C. 1901 or the authority of 41 U.S.C. 1903 Special emergency authority as implemented by Federal Acquisition Regulation (FAR) Subpart 13.501 and consistent with the content requirements of FAR 6.303-2.

1. Agency and Contracting Activity

The Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) Office of Acquisitions Management (OAQ)/Detention Management Division (DCR), on behalf of the Office of Enforcement and Removal Operations (ERO), Homeland Security Investigations (HSI), , proposes to obtain query-based access to a commercially available License Plate Reader (LPR) database under other than full and open competitive procedures utilizing the exception specified under FAR Subpart 13.501(a)(1)(ii) "Only One Responsible Source".

2. Nature and/or Description of the Action Being Approved

This Sole Source Justification (SSJ) approves the issuance of a sole source contract for access to a nationwide query-based License Plate Reader for ICE users. The proposed contract will be a firm fixed price contract and the total potential period of performance of this effort is two (2) years and nine (9) months, consisting of one (1) 41-day base period, two (2) twelve-month option periods, and one (1) eight- month option periods. The total potential value of this requirement is estimated at $6,093,488.00. This action is being taken pursuant to FAR 13.501.

The government seeks to acquire the required services from Thomson Reuters Special Services (TRSS), LLC located at 1410 Spring Hill Road, McLean, VA 22102-3058.

3. Description of Supplies/Services

DHS ICE/ ERO/HSI has a unique requirement to obtain query-based access to a commercially available License Plate Reader (LPR) database that meets ICE privacy requirements. The LPR data service must provide constant (24 hours, seven days a week) access to a commercially available, query-based LPR database for ICE law enforcement personnel located at ICE offices across the United States for the purpose of executing their official law enforcement duties. ICE requires LPR information, obtained in response to queries of the commercial database, to further

its criminal law enforcement function, including investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud, and civil immigration enforcement missions.

4. **Identification of Statutory Authority Permitting Other Than Full and Open Competition**

This action is being taken under the authority of the Test Program for Commercial Items, 41 U.S.C. 1901 implemented by Federal Acquisition Regulation (FAR) Subpart 13.501.

5. **Demonstration that the Contractor's Unique Qualifications or the Nature of the Acquisition Requires the Use of the Authority Cited**

The use of this authority is necessary because only one vendor, TRSS, is able to satisfy ICE's unique requirement through TRSS's Partnership with Vigilant Video. The Government requires a nationwide, searchable, license plate reader database with 24/7/365 access, including mobile application access, that is able to meet ICE privacy requirements and is integrable into an existing ICE investigation tool. TRSS has entered into a Partnership with Vigilant Video, whereby license plate reader data will be provided by Vigilant Video through CLEAR®, TRSS's law enforcement database.

Access to LPR data through the CLEAR® portal allows agents and officers to access LPR data through their current suit of electronic investigative tools. TRSS currently holds ICE law enforcement database contract (Contract Number HSCEMD-17-F-00008). Through this contract ICE is able to access numerous law enforcement databases which enable law enforcement in the field to more effectively identify, investigate and locate individuals suspected of criminal activity. Adding LPR functionality is critical to ensuring that ICE is using all available tools to further its criminal law enforcement and civil enforcement missions. Allowing all searches to occur in one system increases the likelihood that the data will be used by the officers to more effectively carry out the ICE mission. It also ensures uniformity across the search process increasing the likelihood of successful outcomes for arrests that rely on this information. The mobile application will give officers the ability to search plates anywhere, anytime, and includes all the same functionality as the web-based application.

Additionally, it holds one vendor accountable for all information acquired by law enforcement. This increases the likelihood that information relied on by two different systems will be accurate and able to withstand any legal challenges. Finally, adding this functionality to a current ICE system allows ICE to timely obtain the required services and avoid transition, start-up, and on-going administrative costs associated with acquiring LPR data through a separate access portal.

TRSS, through their Partnership with Vigilant Video, is the only known contractor that can provide query-based access to a nationwide LPR database, including mobile application that can meet ICE privacy requirements and operational needs. Accessing the LPR database through CLEAR®'s system enables ICE to limit the number of sources an agent needs to query for investigative purposes and increases operational efficiencies in meeting the DHS and ICE mission. The period of performance for this acquisition was altered to align with offered

CLEAR® pricing and period of performance.

6. Description of Efforts Made to Ensure that Offers are Solicited from as Many Potential Sources as is Practicable.

This requirement will be synopsized in FedBizOpps as required by FAR Subpart 5.301. In addition, this justification will be made available for public inspection after award, in accordance with FAR 6.305(a).

7. Determination by the Contracting Officer that the Anticipated Cost to the Government Will be Fair and Reasonable

The following chart details the total cost to obtain query-based access for all ICE users to a commercially available License Plate Reader (LPR) database:

Item Description	Quantity	Unit of Issue	Estimated Unit Cost	Estimated Fixed Price Per Line Item
CLIN 0001 Access to License Plate System (All ICE Users), Base Period - POP: 12/21/2017 - 01/31/2018	1.4	MO	(b)(4)	
CLIN 0002 Access to License Plate System (All ICE Users), Option Period 1 - 02/01/2018 - 01/31/2019	12	MO		
CLIN 0003 Access to License Plate System (All ICE Users), Option Period 2 - 02/01/2019 - 01/31/2020	12	MO		
CLIN 0004 Access to License Plate System (All ICE Users), Option Period 3 - POP: 02/01/2020 - 09/30/2020	8	MO		
Total				

The price to provide these services to the Government will be determined fair and reasonable based on price analysis, including comparison to previous prices paid under similar contracts prior to contract award. Further details can be found in the price reasonableness document prepared for this proposed action.

8. Description of Market Research

ICE is aware of other companies who offer access to a commercial license plate reader database that meet ICE privacy requirements. However, those vendors' databases are not available to be purchased as one license for all ICE law enforcement personnel, and are not integrated into

ICE's current system. If ICE was to purchase access to an alternative commercial license plate reader database, ICE would be forced to buy individual licenses for all ICE law enforcement personnel who would need access to the database. This would range up to 2,000 individual licenses per year. The management of individual licenses for all ICE law enforcement would be extremely burdensome administratively. TRSS has entered into a Partnership with Vigilant Video, whereby license plate reader data will be provided by Vigilant Video through the current law enforcement database, CLEAR®, provided by TRSS. This service is being offered to cover all ICE users and departments. The CLEAR® database is offered as one license to all ICE users. The current solution offered by TRSS seamlessly integrates access to LPR database that meets ICE law enforcement requirements and privacy requirements.

9. Any Other Facts Supporting the Use of Other than Full and Open Competition.

Based on the market research above, the acquisition for access to a query-based commercially available License Plate Reader (LPR) database from TRSS through Vigilant Video is only available through the proposed vendor and is the most cost effective and efficient method for this acquisition. These database services are extremely beneficial to the function of ERO and HSI as they strive to meet their mission. TRSS, through their Partnership with Vigilant Video, is the only contractor that can provide a query-based access to a nationwide LPR database that includes mobile application and can meet ICE privacy and operational requirements. Accessing the LPR database through CLEAR®'s system enables ICE to limit the number of sources an agent needs to query for investigative purposes and increases efficiency in meeting the DHS and ICE mission. Based on the benefits of the TRSS and Vigilant Video Partnership in offering the services through one system and one license, the Government is receiving a unique requirement that is unavailable in the current market.

10. A Listing of the Sources, if Any, That Expressed, in Writing, an Interest in the Acquisition.

The requirement for this contract will be synopsized. TRSS is the only established source to express interest in this contract.

11. A Statement of the Actions, if Any, the Agency May Take to Remove or Overcome Any Barriers to Competition Before Any Subsequent Acquisition for Supplies or Services Required.

The Government will continue to monitor the market for sources that may be able to meet the Government's requirement for access to a license plate reader database that meets the Government's functional, operational, and privacy requirements.

12. Certifications

I certify that the facts and representations under my cognizance, which are included in this justification, meet the Government's minimum need and that the supporting data, which forms a basis for this justification, is complete and accurate. ICE intends to post the requirement pursuant to FAR 13.501(a)(1)(iii) and 6.305(a).

Requirements/Technical Personnel:

I certify this requirement meets the Government's minimum need and that the supporting data, which forms a basis for this justification, is complete and accurate.

(b)(6);(b)(7)(C) _____ _____
Date
ERO Section Chief

_____ _____
(b)(6);(b)(7)(C) Date
HSI Section Chief

Contracting Officer:

I certify that the justification is accurate and complete to the best of my knowledge and belief.

_____ _____
(b)(6);(b)(7)(C) Date
Contracting Officer

Deputy Chief Acquisition Officer/Competition Advocate:

_____ _____
(b)(6);(b)(7)(C) Date
Deputy Head of Contracting Activity
ICE Competition Advocate
DHS | ICE | Office of Acquisition Management (OAQ)

From: (b)(6);(b)(7)(C)
Sent: 1 Mar 2018 14:58:01 +0000
To: (b)(6);(b)(7)(C)
Subject: RE: 70CDR18P0000017 mod 1
Attachments: 70CDCR18P00000017 P00001.pdf

Hi (b)(6);(b)(7)(

Attached please find a fully executed version of the modification.

Also, how did you want to handle the demo for the App? I know Privacy still wants to see that.

Please let me know when you have chance.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email:(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 28, 2018 12:09 PM
To: (b)(6);(b)(7)(C)
Subject: 70CDR18P0000017 mod 1

(b)(

Attached please find signed Mod 1.

Please let me know if you have any questions.

Kind regards,
(b)(6);(b)(7)(

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 28, 2018 12:00 PM
To: (b)(6);(b)(7)(C)
Subject: DHS-ICE-ERO/HSI LPR mod

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C	192118FUGOPS12087.1	

6. ISSUED BY CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL MN 55164

CODE 1485082860000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR18P00000017

10B. DATED *(SEE ITEM 13)* 12/22/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Net Increase: (b)(4)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 148508286
Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Email: (b)(6);(b)(7)(C)

Government POC: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Email: (b)(6);(b)(7)(C)

Contracting Officer: (b)(6);(b)(7)(C)
Phone: 202-732-(b)(6);
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*
(b)(6);(b)(7)(C)

Director, Finance

15C. DATE SIGNED
2/27/18

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b)(6);(b)(7)(C)

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6),(b)(7)(C) There is one (1) requisition associated with this modification: 192118FUGOPS12087.1 The purpose of this modification is as follows: 1) Exercise Option Period 1 (2/1/2018-1/31/2019) 2) Move the total funding (b)(4) from CLIN 0001 to CLIN 0002 3) Add funding in the amount of (b)(4) 4) Add the Enclosure 1 - SBU Security Language to Industrial Security SOP 5) Add the following language to the SOW. C.9 Reporting In the event that TRSS or its partners discover or suspect misuse of the service by an individual, it should be reported to the COR or Contracting Officer as soon as practicable after the discovery but in no event later than 24 hours after discovery. All other prices, terms and conditions remain the same. Exempt Action: Y Sensitive Award: PII Discount Terms: Net 30 FOB: Destination Period of Performance: 12/22/2017 to 09/21/2020 Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Fully Funded Obligation Amount: (b)(4) Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION (b)(4),(b)(7)(E) Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
WEST PUBLISHING CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4);(b)(7)(E)				
	Period of Performance: 12/22/2017 to 01/31/2018 Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Fully Funded Obligation Amount: (b)(4) Incrementally Funded Amount: (b)(4) Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION	12	MO	(b)(4)	
	(b)(4);(b)(7)(E)				
	Period of Performance: 02/01/2018 to 01/31/2019				

Enclosure 1 - SBU Security Language to Industrial Security SOP

REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFED (SBU) CONTRACTS

SECURITY REQUIREMENTS

GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract 70CDCR18P00000017 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

PRELIMINARY DETERMINATION

ICE will exercise full control over granting; denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary fitness determination or final fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the ICE Management Directive 6-8.0. The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the

contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees, whether a replacement, addition, subcontractor employee, or vendor employee, shall submit the following security vetting documentation to OPR-PSU, in coordination with the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), "Questionnaire for Public Trust Positions" Form completed on-line and archived by applicant in their OPM e-QIP account.

2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by applicant in their OPM e-QIP account.

3. Two (2) SF 87 (Rev. March 2013) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**

4. Foreign National Relatives or Associates Statement. **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**

5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**

6. Optional Form 306 Declaration for Federal Employment **(This document sent as an attachment in an e-mail to applicant from OPR-PSU – must be signed and archived into applicant's OPM e-QIP account prior to electronic "Release" of data via on-line account)**

7. Two additional documents may be applicable if applicant was born abroad and/or if work is in a Detention Environment. If applicable, additional form(s) and instructions will be provided to applicant.

Prospective Contractor employees who currently have an adequate, current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DoD CAF) or by another Federal Agency may not be required to submit a complete security packet. Information on record will be reviewed and considered for use under Contractor Fitness Reciprocity if applicable.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two years.

Required information for submission of security packet will be provided by OPR-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified via the COR.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE IT system.

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COR Transfer Form which will be provided by OPR-PSU along with other forms and instructions.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635, or whom ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

REQUIRED REPORTS:

The Contractor will notify OPR-PSU, via the COR, of terminations/resignations of contract employees under the contract within five days of occurrence. The Contractor will return any ICE issued identification cards and building passes, of terminated/ resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, via the COR, a Quarterly Report containing the names of personnel who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation) . The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to (b)(6);(b)(7)(C)

EMPLOYMENT ELIGIBILITY

The contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The

Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) U.S. Immigration and Customs Enforcement (ICE) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

INFORMATION TECHNOLOGY

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement.* Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon

initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

From: (b)(6);(b)(7)(C)
Sent: 6 Feb 2018 14:50:15 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Credentials

Hi (b)(6);(

Any updates on clearance from IAD?

Thank you,

(b)(6);(b)(7)(C) | (A) Unit Chief
Transnational Law Enforcement Operations Unit
Fugitive Operations & Training Division
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6);(b)(7)(C) (desk)
(202) 905- (cell)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, February 01, 2018 3:00 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Credentials

Hey (b)(6);

Looping in (b)(6);(from Tech Op's but from my perspective; we went decades without it so we should be alright during this initial transition time.

Regards,
(b)(6);(

(b)(6);(b)(7)(C)
Section Chief - Management and Program Analyst
Acquisition Management Unit

Finance, Acquisition, Asset Management Division
ICE/Homeland Security Investigations (HSI)
202-732-(b)(6);(b)(7)(C) (Office)
202-421-(b)(6);(b)(7)(C) (Mobile)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, February 1, 2018 1:10 PM
To: (b)(6);(b)(7)(C)
Subject: Credentials

Hi Guys,
We are still waiting for clearance from IAD to issue the credentials for LPR access

Are there any operations upcoming where you would need access to the data this weekend? We may be able to issue credentials on a smaller scale.

Please let me know.

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 26 Jan 2018 17:32:33 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: A journalist seeks...

Got it thanks

From: (b)(6);(b)(7)(C)
Sent: Friday, January 26, 2018 5:32 PM
To: ICEMedia
Subject: FW: A journalist seeks...

Please see below.

(b)(6);(b)(7)(C), CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Friday, Jan 26, 2018, 5:22 PM
To: (b)(6);(b)(7)(C)
Subject: A journalist seeks...

...more information on the DHS contract to obtain license plate photographs. How can I find out more? Please contact me ASAP. Thanks.

--
(b)(6);(b)(7)(C)
Technology Reporter
Boston Globe
1 Exchange Place
Boston, MA 02109
617-929-(b)(6); voice
617-929-3183 fax
617-744-(b)(6);(Google Voice--reaches me anywhere
(b)(6);(b)(7)(C)
Twitter: @globetechlab

From: (b)(6);(b)(7)(C)
Sent: Wed, 16 Aug 2017 20:10:19 +0000
To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions
Attachments: smime.p7s

Hi (b)(6)
We had a chance to speak this week and I want to assure you that West will ensure that Vigilant is held to the same performance standards and terms/conditions as any of our other third party providers.

As stated in our response, TR/TRSS is able to respond to the requirements outlined in the RFP.

Please let me know if you have any additional questions or specific concerns.

Thank you,
(b)(6);(b)(7)(C)

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, August 14, 2017 4:10 PM
To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

Understood. Yes, I do. Could we talk tomorrow? I am exploring one other issue with our privacy folks that I would like to be able to provide a comment to you.

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email:(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, August 14, 2017 4:04 PM

To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

(b)(

Do you have some time this afternoon or tomorrow to discuss? I've got a few questions for you that I think we might best answer over the phone – just to prevent a lot of back and forth.

Let me know what works for you and I'll make myself available.

(b)(6);(

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, August 14, 2017 3:57 PM
To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

Hi (b)(6);(b)(7)(C)

I finally received some feedback from our privacy office on your Q&A. On the prime/subcontractor point – TRSS is not unequivocally stating that they understand their responsibility to monitor and enforce the requirements of the contract. Would you be willing to sign a contract that makes these responsibilities clear?

When I checked with our privacy office, the audit log issue seems to be resolved. However one of the specific comments I received was that we still cannot use the LPR database because it does not provide alert list functionality and it provides a search capability that is much too broad. Is there any additional information that you could provide to address these questions?

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, August 10, 2017 10:05 AM
To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

Hi (b)(

Per my voicemail, I'll answer your questions below:

(b)(5);(b)(7)(E)

The information below might be helpful, but please don't consider it an "official response."

(b)(5);(b)(7)(E)

I hope this email has clarified some things, but I'm always available if you have any additional questions. Please don't hesitate to call as these questions may be easier to discuss over the phone.

Kind regards,
(b)(6);(b)(7)(

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, August 09, 2017 4:37 PM
To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

Hi (b)(6);(b)(7)(
The concerns from our privacy office center on two main issues. The first is an acknowledgement from TRSS that as the prime, you all would be responsible for ensuring that Vigilant meets the requirements of the SOW. The second is a concern over some of the language in the response where TRSS indicated it would not be able to meet the requirements. The biggest example of this is the audit records. It looks like via Vigilant we would be able to obtain audit logs for internal investigations on use of the system. However, it is unclear to me on whether or not the CLEAR platform would allow this to happen. Additionally, if there are any other areas where TRSS could not meet our SOW, we obviously would like to know why?

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, August 09, 2017 9:14 AM
To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

Good morning (b)(
I received your voicemail yesterday and am standing by to answer any questions regarding the Vigilant LEARN platform/audit controls.

Please let me know if you have any questions.

Kind regards,
(b)(6);(b)(7)

. . . . . .
(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, July 19, 2017 1:10 PM
To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

Hi (b)(6);(b)(7)(C)
Thank you for the information. At this time the answer to your question is yes. I am meeting with our privacy office next week to go over their remaining issues with the CLEAR integration. As we discussed yesterday, I believed that the remaining issues was the inability to log queries. It looks like that was one of a few of their concerns. I will be sure to share any information as soon as it becomes available.

Please let me know if you need any additional information.

Thanks,

(b)(6);(b)(7)(C), ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, July 19, 2017 1:07 PM
To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

(b)
As suspected, it is acceptable to procure LEARN via Thomson Reuters on a contract separate from the CLEAR contract.

Per my note below, can you please confirm DHS is interested in pursuing the LEARN platform only and NOT the integration of the data into CLEAR?

Please let me know if you have any other questions.

Thank you,
(b)(6);(b)(7)

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Tuesday, July 18, 2017 10:53 AM
To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

(b)(6

Nice to speak with you this morning.

(b)(5);(b)(7)(E)

I have calls into our contracts specialists who can answer the outstanding questions about the sole source award of the information via the LEARN platform.

Can you please confirm that DHS is interested in pursuing the LEARN platform only and NOT the integration of the data into CLEAR?

I'm sure we'll talk again shortly.

Thank you,
(b)(6);(b)(7)(

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Tuesday, July 18, 2017 8:15 AM
To: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

Good morning,
I left you a voicemail this morning.

Please see my contact information below.

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Tuesday, Jul 18, 2017, 7:59 AM
To: (b)(6);(b)(7)(C)
Subject: CLEAR contract questions

Good morning (b)(6
I received your message but your phone number got cut off. Please ring me at 443-622-(b)(6);(b
when you have a moment.

Kind regards,
(b)(6);(b)(7)(C

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Mon, 18 Dec 2017 19:13:45 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: ICE LPR - functionality clarification
Attachments: smime.p7s

(b)(6);(b)(7)

Per your request, here are the answers to your questions.

(b)(5);(b)(7)(E)

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, December 18, 2017 12:59 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: ICE LPR

(b)(6);(b)(7)(C

(b)(5);(b)(7)(E)

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 1:20 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: ICE LPR

(b)(6);(b)(7)(C)
Here are the answers to the questions posed:

(b)(5);(b)(7)(E)

Automated.

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 5:06 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: ICE LPR

Hi (b)(6);(b)(7)(C),
Barring any setbacks we will send you the fry tomorrow.

Please see the questions below:

(b)(5);(b)(7)(E)

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the

From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 4:34 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: Re: ICE LPR

Hi (b)(6);(b)(7)(C)
As (b)(6);(mentioned I'm available and ready to answer any questions you may have.
Kind regards
(b)(6);(b)(7)(C

. . . . . .
(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
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On Dec 14, 2017, at 13:04, (b)(6);(b)(7)(C) wrote:

> Thanks (b)(6);(
> Is there someone we should be working with at TRSS to finalize this while you are away?
>
> We expect a few questions that we will need to send to TRSS as a result of this meeting.
>
> (b)(6);(b)(7)(C), CPPB, CFCM
> Detention, Compliance and Removals (DCR) | Section Chief
> DHS | ICE | Office of Acquisition Management (OAQ)
> Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(b
> Email: (b)(6);(b)(7)(C)
>
> NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the

From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 2:59 PM
(b)(6);(b)(7)(C)
Subject: RE: ICE LPR

Hi (b)(6

Thank you for the update, very much appreciated. I know you are doing all you can. Just an FYI, I'm heading out of country tomorrow morning but will have access to email and phone if needed. I will be back 12/21. (b)(6);(b)(7)(C) will be running point on the response.

Thanks again, talk soon.

. . . . . .

(b)(6);(b)(7)(C)
Director, Homeland Security & Federal Law Enforcement Programs
Thomson Reuters Special Services, LLC
M 571.205(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 2:53 PM
(b)(6);(b)(7)(C)
Subject: ICE LPR

Hi (b)(6);
We have a call this afternoon at 4:00pm. I will hopefully be able to provide the way forward after that call. For the current time I do not have any information other than what has already been shared. We hope to be able to send you the final fry sometime this evening, and to try to award the contract sometime next week. We have made preliminary contact with the office of legislative affairs so we hope that the congressional notification process will go smoothly. We are waiting on the final go ahead from ICE Leadership.

If there is anything I can do to speed up the process please let me know.

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 14 Dec 2017 23:28:10 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: Re: ICE LPR

If you can send what you've got, we can likely do a Monday AM return. There's some heartburn around the QASP.

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
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On Dec 14, 2017, at 16:25, (b)(6);(b)(7)(C) wrote:

> Hi (b)(6);(b)(7)(
> How soon could they put a response together? Wed like as soon as possible. Perhaps the latest we could receive it would be Monday AM. We can send the finalish version tonight if that would help.
>
> Thanks
>
> (b)(6);(b)(7)(C) ***CPPB, CFCM***
> **Detention, Compliance and Removals (DCR) | Unit Chief**
> DHS | ICE | Office of Acquisition Management (OAQ)
> Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
> Email:(b)(6);(b)(7)(C)
>
> NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.
>
> **From:** (b)(6);(b)(7)(C)
> **Sent:** Thursday, December 14, 2017 5:27 PM
> **To:** (b)(6);(b)(7)(C)

Cc: (b)(6);(b)(7)(C)
Subject: Re: ICE LPR

Hopefully my voice will have returned by then!

I've sent this questions to the product specialist and will provide you with the answers as soon as I've got them.

If released tomorrow, when would you expect a response? (Just want to inform contracts team)

Thank you,
(b)(6);(

. . . . . .
(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
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On Dec 14, 2017, at 15:06, (b)(6);(b)(7)(C) wrote:

> Hi (b)(6);(b)(7)(C
> Barring any setbacks we will send you the rfq tomorrow.
>
> Please see the questions below:
>
> (b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 4:34 PM
(b)(6);(b)(7)(C)
Subject: Re: ICE LPR

Hi (b)(6);(b)(7)(C)
As (b)(6) mentioned I'm available and ready to answer any questions you may have.
Kind regards
(b)(6);(b)(7)(C)

. . . . . .
(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
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On Dec 14, 2017, at 13:04, (b)(6);(b)(7)(C) (b)(6);(b)(7)(C) wrote:

Thanks (b)(6);(
Is there someone we should be working with at TRSS to finalize this while you are away?

We expect a few questions that we will need to send to TRSS as a result of this meeting.

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 2:59 PM
(b)(6);(b)(7)(C)
Subject: RE: ICE LPR

Hi (b)(6

Thank you for the update, very much appreciated. I know you are doing all you can. Just an FYI, I'm heading out of country tomorrow morning but will have access to email and phone if needed. I will be back 12/21. (b)(6);(b)(7)(C) will be running point on the response.

Thanks again, talk soon.

. . . . . .

(b)(6);(b)(7)(C)
Director, Homeland Security & Federal Law Enforcement Programs
Thomson Reuters Special Services, LLC

M 571.205.(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 2:53 PM
(b)(6);(b)(7)(C)
Subject: ICE LPR

Hi (b)(6);(
We have a call this afternoon at 4:00pm. I will hopefully be able to provide the way forward after that call. For the current time I do not have any information other than what has already been shared. We hope to be able to send you the final rfq sometime this evening, and to try to award the contract sometime next week. We have made preliminary contact with the office of legislative affairs so we hope that the congressional notification process will go smoothly. We are waiting on the final go ahead from ICE Leadership.

If there is anything I can do to speed up the process please let me know.

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 17 Nov 2017 11:31:39 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LAW ENFORCEMENT SENSITIVE: TRSS LPR

(b)(6);(b)

Form has been signed and uploaded onto Sharepoint.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6
Mobile: (202) 878-(b)(6
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, November 17, 2017 10:29 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LAW ENFORCEMENT SENSITIVE: TRSS LPR

(b)(6);(b)(7

The CO needs to sign the SB Review Form DHS 700-22 before I sign it. I will then complete the review and enter the information in APO SharePoint.

Thanks,

(b)(6);(b)(7)(C)
Small Business Specialist/Procurement Analyst/Industry Liaison/MARC Secretary
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(
Fax: 202-732-7368
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Friday, November 17, 2017 9:26 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LAW ENFORCEMENT SENSITIVE: TRSS LPR

(b)(6);(b

Thank you. I have posted the documents in APO Sharepoint.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, November 17, 2017 8:40 AM
To: (b)(6);(b)(7)(C)
Cc: [redacted]
Subject: RE: LAW ENFORCEMENT SENSITIVE: TRSS LPR

Hi (b)(6);(b)(7

You can post the requirement in APO SharePoint, not in APFS. I'm waiting for a final determination if it will or will not be posted in APO SharePoint as well.

Regards,

(b)(6);(b)(7)(C)
Small Business Specialist/Procurement Analyst/Industry Liaison/MARC Secretary
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6)
Fax: 202-732-7368
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Friday, November 17, 2017 8:16 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: LAW ENFORCEMENT SENSITIVE: TRSS LPR
Importance: High

Hi (b)(6);(b

Please see attached for review. I was not sure if LES procurements should be posted in Sharepoint or not. If they can, I will upload them there for your review. Please advise.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(7
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 22 Dec 2017 11:30:40 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LEARN platform clarification questions (answers to both emails)
Attachments: Thomson Reuters Technical Response for ICE RFQ 70CDCR18Q00000005 - rev 1....pdf

(b)(6);(b)(7)(C)

TRSS was also able to update their technical proposal to include the clarifications as listed below. Please see attached.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 10:37 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: LEARN platform clarification questions (answers to both emails)

(b)(6);(b)(7)(C)

Please see below clarifications from TRSS.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 10:12 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: LEARN platform clarification questions (answers to both emails)

(b)(6);(b)(7)(C

Our answers to your LEARN platform clarification questions are in bold.

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

Please let me know if you have any additional questions.

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Technical Response – Revision 2

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

(b)(6);(b)(7)(C)

SUBMITTAL DATE:
December 22, 2017

SUBMITTED BY

Thomson Reuters
(West Publishing Corporation)

(b)(6);(b)(7)(C) CF APMP
Senior Proposal Coordinator

Phone: 703-909-(b)(6);(
E-mail: (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)
Client Relationship Manager

Phone: 443-622-(b)(6);
E-mail: (b)(6);(b)(7)(C)

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Contents

INTRODUCTION 1

SECTION I – TECHNICAL APPROACH 2

C.4 RESPONSES TO PERFORMANCE REQUIREMENTS 2

Data Service Content/Scope 2

User Management and Support 5

Functional Requirements 7

Query Capabilities 7

Alert List Capabilities 10

Mobile Device Capabilities 12

Audit and Reporting Capabilities 13

C.5 IS NOT IDENTIFIED/INCLUDED IN THE STATEMENT OF WORK 16

C.6 PROMOTION OF THE CONTRACT 17

C.7 NEWS RELEASES 17

C.8 LICENSE TYPE 17

SECTION II – PAST PERFORMANCE 18

Introduction

Thomson Reuters has a long history of commitment to meeting the informational needs of the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), and we seek to maintain and expand that relationship in responding to the current Request for Quote for access to a License Plate Reader database.

Through the combination of comprehensive and reliable data, technology, and expertise in how public records and related information can benefit government objectives, Thomson Reuters, with our partner, Vigilant Solutions, is uniquely positioned to help ICE meet your agency's diverse challenges with our subscription services.

Based on conversations with ICE personnel about the specific investigative needs of ICE, Thomson Reuters can provide access to license plate reader data via a hyperlink to the LEARN platform through the CLEAR platform. Providing access to the data through CLEAR provides reassurance to ICE, by virtue of existing agreed-upon terms and auditing requirements, per agency mandate. This offer also provides access to LPR through Vigilant's LEARN platform, which is maintained and supported by Vigilant.

The Thomson Reuters CLEAR team has been successfully supporting DHS's investigative research needs and initiatives since the agency's inception. We are proud to support the DHS and look forward to continuing our long-standing partnership.

Section I – Technical Approach

C.4 Responses to Performance Requirements

In this section of our response, we respond directly to the Performance Requirements in the Statement of Work of the RFQ. The information presented here is considered proprietary and confidential.

DATA SERVICE CONTENT/SCOPE

We propose access to License Plate Reader (LPR) data via hyperlink from Thomson Reuters CLEAR to Vigilant Solutions' (Vigilant's) LEARN platform.

Requirement: The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.

Response: The offered LPR data is collected from various toll roads, parking lot/garages, repossession vehicles and law enforcement agencies nationwide.

Requirement: The LPR data service shall include substantial unique LPR detection records.

Response: Vigilant's database currently has hundreds of millions of unique detection records from commercial sources. Besides LPR records from commercial sources such as parking garages, tolls and asset recovery vehicles Vigilant also has a large network of local and state law enforcement agencies (LEAs) across the country. This network of LEAs has the ability to share their LPR records with ICE – regardless of their LPR hardware provider. All LEA detection records are the intellectual property of the LEA and all retention times and permissions on these records are set by those agencies. Vigilant only hosts and maintains those records.

Requirement: The LPR data service shall compile LPR records from at least 25 states and 24 of the top thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

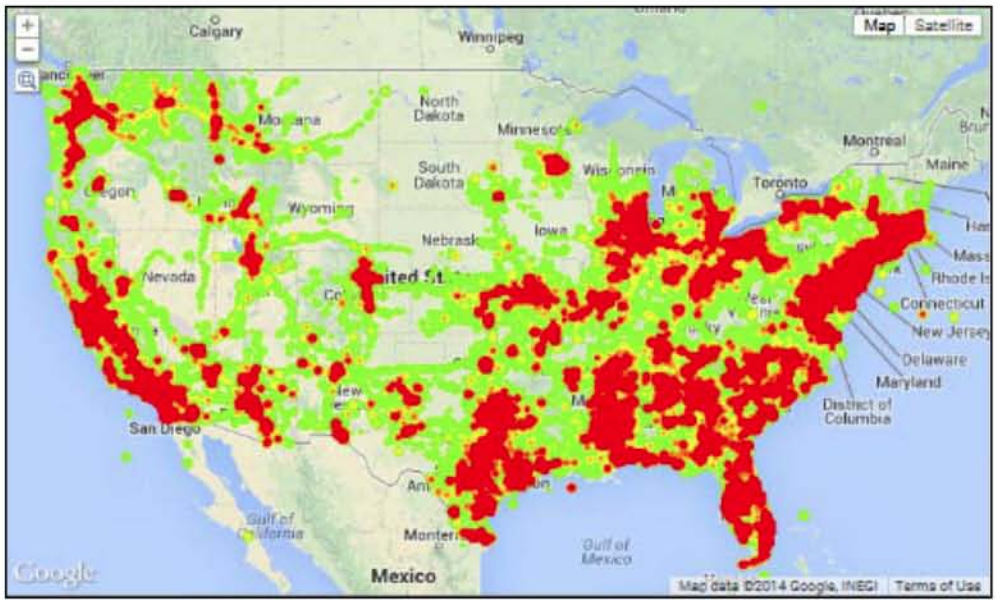
Response: Forty-seven (47) states, the District of Columbia, and Puerto Rico have commercial LPR scan records. (Hawaii, Maine, and Vermont do not.)

A list of the most populous 50 metropolitan areas in the US with commercial LPR data is provided below and exceeds the minimum requirement by DHS. Additional locations can be provided upon request.

Number	Metro Area
1	NewYork-NorthernNewJersey-LongIsland,NY-NJ-PA
2	LosAngeles-LongBeach-SantaAna,CA
3	Dallas-FortWorth-Arlington,TX
4	Chicago-Joliet-Naperville,IL-IN-WI
5	Houston-SugarLand-Baytown,TX
6	Washington-Arlington-Alexandria,DC-VA-MD-WV
7	Phoenix-Mesa-Glendale,AZ
8	Miami-FortLauderdale-PompanoBeach,FL
9	Riverside-SanBernardino-Ontario,CA
10	SanAntonio-NewBraunfels,TX
11	Baltimore-Towson,MD
12	SanDiego-Carlsbad-SanMarcos,CA
13	Atlanta-SandySprings-Marietta,GA
14	KansasCity,MO-KS
15	VirginiaBeach-Norfolk-NewportNews,VA-NC
16	SanFrancisco-Oakland-Fremont,CA
17	Austin-RoundRock-SanMarcos,TX
18	St.Louis,MO-IL
19	Cleveland-Elyria-Mentor,OH
20	Richmond,VA
21	Orlando-Kissimmee-Sanford,FL
22	LasVegas-Paradise,NV
23	Columbus,OH
24	Tampa-St.Petersburg-Clearwater,FL
25	Charlotte-Gastonia-RockHill,NC-SC
26	ElPaso,TX
27	Columbia,SC
28	Memphis,TN-MS-AR
29	Sacramento--Arden-Arcade--Roseville,CA
30	Seattle-Tacoma-Bellevue,WA
31	Cincinnati-Middletown,OH-KY-IN
32	McAllen-Edinburg-Mission,TX
33	Denver-Aurora-Broomfield,CO
34	Vallejo-Fairfield,CA
35	Philadelphia-Camden-Wilmington,PA-NJ-DE-MD
36	Charleston-NorthCharleston-Summerville,SC
37	Milwaukee-Waukesha-WestAllis,WI
38	Jackson,MS
39	SanJose-Sunnyvale-SantaClara,CA
40	Stockton,CA
41	Hartford-WestHartford-EastHartford,CT
42	Greenville-Mauldin-Easley,SC

43	Raleigh-Cary,NC
44	Bakersfield-Delano,CA
45	MyrtleBeach-NorthMyrtleBeach-Conway,SC
46	Minneapolis-St.Paul-Bloomington,MN-WI
47	Buffalo-NiagaraFalls,NY
48	NewHaven-Milford,CT
49	Bridgeport-Stamford-Norwalk,CT
50	Corpus Christi,TX

The map below shows the density and coverage of Vigilant's commercial LPR data. Red areas have higher concentrations followed by yellow and green.



Requirement: The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

Response: A summary of the number of unique records for each month over the last twelve (12) months is provided in the table below.

Month / Year	Unique Commercial Data Records
16-Dec	153,649,853
17-Jan	147,648,720
17-Feb	146,027,234
17-Mar	172,324,187
17-Apr	163,997,190
17-May	175,011,763
17-Jun	162,459,125
17-Jul	158,693,852

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



Requirement: The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

Response: All decisions regarding access to the system will be made at ICE in accordance with the CLEAR Administrator's Standard Operating Procedures Manual. LEARN access will require separate credentials and will be given to the users upon receipt of a user list from ICE. Authorized CLEAR users will have additional LEARN credentials generated. ICE may authorize only ICE users; ICE may not provide access to users from other agencies.

Requirement: Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

Response: ICE will assign their intended authorized users; no ORI will be needed.

Requirement: The ability to add new users or delete existing users within 24 business hours of ICE's request.

Response: To maintain consistency with the CLEAR contract, addition of new users or deletion of existing users will occur as soon as possible, but at no point longer than 24 business hours. Thomson Reuters will work with ICE regarding management of user population.

Requirement: Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

Response: The Thomson Reuters CLEAR contract includes a full-time Client Relationship Manager. Thomson Reuters will provide annual Agency Manager and System User training onsite at ICE facilities. User manuals will be provided as well as links to short videos uploaded to YouTube that demonstrate how to utilize some of the LEARN features. For CLEAR access, Thomson Reuters will also provide "Help Desk" support 24/7/365 via phone (877-242-1229), or support via email (clear@thomsonreuters.com).

Requirement: System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

Response:A "Forgot My Password" link will be included for users to reset any forgotten passwords upon any attempt to sign in. Customer support, including escalation, when appropriate regarding impact, will be available for other issues.

Requirement: Unlimited technical support to each user.

Response: Thomson Reuters will provide unlimited technical support 24/7 for each user of CLEAR. Vigilant will provide unlimited technical support 24/7 for each user of the LEARN platform.

Requirement: Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Response: CLEAR undergoes periodic updates for enhancements and updates. Thomson Reuters is certified to international standards, 27001 and 9001, assuring appropriate controls and processes to protect data and system integrity.

Vigilant will periodically update the user interface and mobile application. Besides regular updates to the software interfaces and mobile applications, Vigilant is committed to providing a top-tier hosting facility with Verio, a Microsoft Gold Certified Partner. This helps provide a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

FUNCTIONAL REQUIREMENTS

QUERY CAPABILITIES

Requirements: Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.

- The splash screen will appear at each logon event.
- The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
- The agency will provide the language for the splash screen content.

Response: Upon login to CLEAR, users must select from available options the applicable permissible use/purpose for the various regulations (e.g., DPPA). Included with direct access to the LEARN platform, Vigilant will provide a splash screen upon logging into the system that will describe the agency's permissible uses of the data and will require the user to affirmatively consent to these rules before proceeding. The ICE provided message will also be available via hyperlink.

Requirement: All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

Response: Included with direct access to the LEARN platform, we understand that all queries of the LPR data shall be based on a license plate number entered by the user. The data returned in response will be limited to the matches of that license plate number only within the specified period of time.

Requirement: The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

Response: The Vigilant user interface will allow a user to search only if a license plate is entered. (Specific functionality, e.g., Stakeout/Make-Model functionality, would need to be turned off in order to limit searching by license plate number only and to prevent searches by other methods.)

Requirement: The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

Response: Vigilant has a mandatory reason code field, and an optional free-text field of up to 255 characters. If awarded, Vigilant will make this a mandatory audit screen that the user must populate prior to any query. The audit screen includes the name of the requestor, case number, reason code, and the free-text field.

Requirement: The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

Response: Vigilant will require a user to indicate who is requesting the query. All information will be stored in audit logs.

Requirement: The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

Response: Vigilant will provide a free-text field of up to 255 characters for user to enter notes. This feature can be made mandatory for all queries or reports.

Requirement: The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).

- The query interface will have a field for the user to select or input the appropriate timeframe for the query.
- The system will display results only for LPR detection records within that timeframe

(e.g., only for the last 5 years).

- The system shall not run a query that lacks a time frame entered by the user.

Response: The LPR query will be limited to a time frame consistent with agency policy, e.g., five (5) years. The system also will block any queries that lack a time frame.

Requirement: The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

Response: The LEARN platform solution will provide direct query index look-ups. For example, plate ABC123 will always return records tagged as plate ABC123. We are 100% correct due to data being statically indexed by exact plate numbers. Note: While indexes are statically created, the image analysis to create the static index is still subject to an accuracy of less than 98% due to a number of items such as angle of LPR cameras, impacted snow on the plate, bent/damaged plate, partially obstructed view of plates, heavy snow or rain, etc.

Requirement: To ensure accuracy of information, the response to a query must include at least two photos on all hits.

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

- Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and sources of the record.

Response: In the LEARN platform, LPR cameras do not use visible light, such as a flashlight. The vehicles make, model, or color at night can be hard to identify. This is true for all LPR records in low ambient light conditions, which we cannot control. To help identify vehicles at night, Vigilant has developed a way to populate a daytime image within a nighttime image of a vehicle if the vehicle has been scanned during the day, so the user can quickly identify and confirm vehicle make, model, and color. In most states we can also identify vehicle make and model, by using additional information gathered from CarFax that is seamlessly integrated into the software. Although we can help identify a large number of nighttime records, we cannot do so for 100% of the records due to these circumstances, although a very high percentage can be identified with even nighttime images.

All LPR records will include two (2) images (one of the vehicle and one of the license plate). Printable reports will include images, Google map, Google satellite image, nearest address, nearest intersection, GPS coordinates and source of the record.

Requirement: The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

Response: Vigilant will insert a "misread" button on the detection view, which will generate a notification to Vigilant personnel. Vigilant will not modify data owned by third parties (e.g., plate images, third-party queries), because that data is the property of the collecting agency.

Requirement: The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

Response: Thomson Reuters and Vigilant value the trust placed in us by ICE and will not use or disclose any DHS information to other customers, business partners, or other individuals or entities. DHS will have the ability to accept additional LPR data that is collected by local and state law enforcement agencies across the country who are already Vigilant customers and reside on the LEARN hosted server. This could provide hundreds of millions more LPR scans available for ICE to search. Currently there are almost 500 million detection records that are collected by local and state LEAs. All shared LEA records are the intellectual property of the respective LEAs. Vigilant cannot edit or modify these records should there be a misread. If ICE accepts the LPR records from the LEAs, ICE does not have to share anything in return. All sharing controls are set, monitored, and maintained by ICE Agency Managers.

Requirement: The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Response: ICE's query data will not be used for commercial purpose by Thomson Reuters or Vigilant. Queries submitted by ICE will be stored only to maintain an audit log for the applicable platform.

ALERT LIST CAPABILITIES

Requirement: The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

Response: Included with direct access to the LEARN platform, Vigilant will provide an "Alert List" feature called "Hot-Plate". The hot-plate will be saved within the LEARN system and be compared to new records as they are loaded into the system's database. Any matches will generate a near real-time alert notification to the users with permissions to the hot-plate record.

Requirement: The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to share Alert Lists notifications between ICE users.

Requirement: The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or - entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in

the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to automatically match new detections against a user uploaded alert list. The notification will provide maps, images, GPS, date, time, and nearest address and cross street. The notification can be sent to multiple ICE users that are sharing the alert list for the specific investigations. DPPA applies only to the release of personal information from a state's department of motor vehicle (DMV) records. Vigilant's system does not interfere with DMV records. ICE may insert any information in the alert list. Subsequently, the data fields that may contain PII information are encrypted with AES256 encryption at rest, and only the owner of those records may see the values entered.

Requirement: The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose/investigation/operation for which the query was performed.

Response: Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make , model, color, and a reason code as a custom field and a comments section of up to 255 characters or less. Per ICE requirement, the mandatory fields for a single query (i.e., plate number, state, reason code, and free-text field) also will be mandatory for the alert list. The allowable number of alert list records per the system significantly exceeds the requirements of DHS, but ICE may dictate the maximum number of records allowable by their users.

Requirement: The Alert List function will include an automated capability that flags license plates for deconfliction.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to establish Alert List submissions, perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate. When a Hot-Plate is uploaded and it matches a record containing the same License Plate Number, State ID, Alert Type, Hot-List Source, and Agency Name, the user will be notified via a pop-up notice to contact the initial user who entered the identical record. The user will have the option to override the record or to cancel the upload. If warded, Vigilant will add an option for other agencies to allow their uploaded hot-plates to be used for deconfliction purposes by ICE, based solely on License Plate and State ID. Conversely, state and local LEAs will not know that ICE has a plate on an alert list.

Requirement: License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a

normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

Response: Included with access on the LEARN platform, any LPR detection matching an ICE Alert List will return to the iOS application, alerting authorized users of a positive match. All detections will be uploaded into LEARN for future reference or investigation by ICE. Vigilant will preserve commercial records indefinitely. Note that commercial data does not include query audit information, which is property of the government.

Requirement: Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will provide an ability to load an alert list with a one (1) year expiration time frame. Vigilant can implement an automatic one-year expiration for all alert records entered into the ICE account.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Included with access to the LEARN platform, all alert list activity will be captured for auditing reports and will include user name, date, time, reason code, notes, license plate number entry, deletion, renewal, and expiration from alert list.

Requirement: The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List, whichever happens first.

Response: Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list. Audit records are not altered when an alert plate expires.

MOBILE DEVICE CAPABILITIES

Requirement: The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

- Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant Mobile Companion software for iOS devices will allow a user to query the LPR database and return alerts for positive matches to a user-loaded alert list. The application will delete any saved data on the device after 60 days.

Requirement: The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Response: Thomson Reuters will coordinate with Vigilant and ICE regarding compliance of Vigilant's mobile application with any applicable privacy assessment prior to use.

AUDIT AND REPORTING CAPABILITIES

Requirement: The vendor shall generate an immutable audit log in electronic form that chronicles the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
- Date and time of query; and
- Results of the query.

Response: Available with access to the LEARN platform, any action on Vigilant's LEARN web interface or mobile application shall be fully auditable and shall not be disabled by the user. Vigilant maintains a complete audit record of every transaction, including date, time, user, IP address, and query parameters sufficient to reproduce the exact query. Audit records are property of ICE. The audit record contains information sufficient to reproduce the query, but the data returned by the query at a later time may produce different results due to LEA retention policies. LPR detection data belonging to Vigilant is held indefinitely and will always be returned by the query.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Batch query for alert lists requires the user to enter License Plate, State of Registration, Alert Type, and Upload Reason Code on Audit. ICE would have the ability to add requirements if they choose. Available with access to the LEARN platform, all Alert List activity shall be audited to capture user name, date and time, reason code, and user notes associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Requirement: The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon

request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

Response: Thomson Reuters will coordinate with Vigilant to provide requested audit reports. All reports can be exported in PDF format. Exact technical requirements and format for the audit report will be negotiated after contract award.

Requirement: The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

Response: Upon request, Vigilant shall retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to a user activity on the system for internal investigations and oversight.

Requirement: The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

Response: Neither Thomson Reuters nor Vigilant will use any audit trail data for any purpose other than those specified and authorized in the contract.

Requirement: The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

Response: With access to the LEARN platform, Vigilant can provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any time frame.

Requirement: The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

Response: With access to the LEARN platform, Vigilant will maintain audit logs for seven (7) years. Vigilant considers audit records as the property of the applicable law enforcement agency, in this instance, ICE. Vigilant does not access these records except under direction by the customer for purposes of customer support and does not share audit logs with any outside entities including law enforcement. If the contract is terminated, Vigilant will export/transfer any alert list data in machine-readable format to any storage medium or location specified by ICE. This transfer will occur within thirty (30) days of contract end.

Requirement: The vendor shall meet the following Key Performance Parameters (KPPs)/QCP

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Mean time between failure	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR	Results of a single LPR query	</= 5 seconds after

Response: Vigilant Solutions, Inc. has created a service that allows Law Enforcement Agencies the ability to utilize online License Plate Recognition (LPR) services and Data analytics for the purposes of research and investigations. This service requires strict up-time requirements, and this Quality Control Plan is intended to define how they will be calculated. Vigilant Solutions has a reliable track record of uptime; however, we cannot guarantee > 99% uptime. With the exception of scheduled outages, LEARN Hosted LPR Services will be accessible 24/7/365. We agree that downtime shall not eclipse (4) hours in any given month, with the exception of major upgrades or system migrations. We agree that the mean time between failures (MTBF) will not exceed a mean of 4,000 hours between failures. Vigilant's average LPR Query Response Time for a Single exact Plate is reliably fast; however, we cannot guarantee </= 5 seconds for each single search. For instance, quick response times for queries are contingent upon satisfactory internet connectivity, for which Vigilant does not have control in the ICE environment.

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- Certified Information System Security Professional (CISSP)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Internetwork Expert (CCIE)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Associate (CCDA)
- CompTIA A+, CompTIA i-Net+, CompTIA Security+
- Sun Certified System Administrator (SCSA)
- Microsoft Certified Systems Administrator (MCSA)
- Alteon Certified Administrator
- Solaris 8 System Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Red Hat Certified Engineer (RHCE)
- Microsoft Certified Professional (MCP)

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant's commitment to providing a top-tier hosting facility providing quality control. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality

Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

Uptime for LEARN Services:

In order to validate and track the uptime for LEARN Services, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the LEARN Average Uptime each month and after any outage (percentage). The calculation and recording of data will be defined on a revolving (12) month cycle. The data will be stored on an internal online document and made available upon request.

LEARN scheduled downtime:

In order to validate and track the LEARN scheduled downtime, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the total LEARN scheduled downtime each month (hours). The calculation and recording of data will be defined on a revolving month cycle. The data will be stored on an internal online document and made available upon request.

Mean time between failure (MTBF):

In order to validate and track the Mean time between failure (MTBF), Vigilant will record and calculate the Date-Time since last failure of LEARN services. The calculation will be based on operation time (hours) between when services became in a non-failed state to when services became in a subsequent failed state or current Date-Time. Vigilant will then calculate the mean time (hours) and base it on a revolving 12-month cycle. The data will be stored on an internal online document and made available upon request.

LPR Query Response Time (Single Plate):

In order to validate and track the LPR Query Response Time (Single Plate), Vigilant will record and calculate the 'Response Time' for each single plate query using our Plate-Search logging utility. The calculation will be based on when the LEARN Web Server(s) receives the plate request and delta in (seconds) between when LEARN Web Server begins to post LPR data. We must calculate the average time (seconds) on a revolving 12-month cycle with a calculation generated daily. The calculation will be based upon the entire LEARN spectrum for 'Plate-Search' functionality only and not user-specific queries. The data will be stored on an internal online document and made available upon request.

Thomson Reuters CLEAR:

While CLEAR's performance and reliability are typically consistent with the Key Performance Measures, West does not guarantee service levels.

Penalty/Withholding

Neither Thomson Reuters nor Vigilant agree to penalty or withholding of payment regarding performance measures.

C.5 is not identified/included in the Statement of Work

C.5 is not an identified/included item in the Statement of Work.

C.6 Promotion of the Contract

Requirement: The vendor may promote this contract to current ICE employees during the life of the contract. The offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

Any promotion of the contract to ICE employees or discussion about its capabilities will be within the parameters described in the RFQ and conducted within the normal course of business for Thomson Reuters.

C.7 News Releases

Requirement: News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

Thomson Reuters does not anticipate news releases, but would comply with the requirements for ICE approval.

C.8 License Type

Requirement: The vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The vendor shall not provide a named user license.

The CLEAR license granted for access to LPR is valid for up to the authorized number of ICE users. ICE may add or remove users within the applicable user limit for the offer. See the Additional Users provision in the terms below for information about adding users beyond the applicable offer limit.

Section II – Past Performance

Thomson Reuters considers our customer contracts proprietary, but we offer details of the current contract with DHS ICE as evidence of our past performance:

Reference	Required Information
Agency Name	Department of Homeland Security – Immigration & Customs Enforcement – Enforcement & Removal Operations and Homeland Security Investigations
Name/title of contact person	Contracting Officer: (b)(6);(b)(7)(C) Management/Program Analyst: (b)(6);(b)(7)((b)(6);(b)(7)(C)
Customer Contact Phone	(202) 732- (b)(6);(b)(7)(C)
Customer Contact Email Address	(b)(6);(b)(7)(C)
Contract Number	HSCEMD-16-F-00003/ HSCEMD-17-F-0008
Contract Start Date	10/1/2015
Contract End Date	9/30/2020
Total Contract Value (including all options)	(b)(4)
Brief Description of Contract Requirements	CLEAR with Web Analytics, with person and phone batch searching capabilities, Real Time Incarceration and Arrest Records, and World-Check (HSI only)
Client Manager (or person reaching out to customer)	(b)(6);(b)(7)(C) 443-622-(b)(6);((b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 15 Dec 2017 15:51:14 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: Draft OPA statement on LPR solicitation

It's true, perhaps "unsuccessful negotiations" or "unaffordable pricing"?

(b)(6);(b)(7)(C)
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 3:47 PM
To: (b)(6);(b)(7)(C)
Subject: RE: Draft OPA statement on LPR solicitation

I spoke with (b)(6);(b)(7)(C) in drafting this statement. The best we could come up with was "failed price negotiations." I am ok with that language. We couldn't come up with anything better. Neither of us thought that saying the vendor refused to lower their price and ICE did not want to pay what they were asking.

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 3:45 PM
To: (b)(6);(b)(7)(C)
Subject: FW: Draft OPA statement on LPR solicitation

Language about price negotiation?

(b)(6);(b)(7)(C)
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 2:51 PM
(b)(6);(b)(7)(C)
Subject: FW: Draft OPA statement on LPR solicitation

Cleared by (b)(6) as edited. Also, (b)(6); suggest that OAQ clear the language regarding the price negotiations.

From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 2:29 PM
(b)(6);(b)(7)(C)
Subject: FW: Draft OPA statement on LPR solicitation

All – please find below the final RTQ as cleared by Privacy. OPA plans to use this in response to media inquiries. Please advise of any edits/changes **NLT 3pm.**

Thanks,
(b)(6)
(b)(7

Statement:

U.S. Immigration and Customs Enforcement (ICE) is issuing a solicitation (provide link to SOW) to obtain query-based access to a commercially available license plate reader database, and anticipates awarding a single source, firm-fixed price contract for this service. Like most other law enforcement agencies, ICE uses information obtained from license plate readers as one tool in support of its investigations. ICE conducts both criminal investigations and civil immigration enforcement investigations. ICE is not seeking to build a license plate reader database, and will not collect nor contribute any data to a national public or private database through this contract.

Due to privacy concerns during a previous solicitation, in 2015, ICE completed a privacy impact assessment, which was used to create a framework for use of the technology. The privacy impact assessment will be updated prior to ICE's use of any license plate reader database, to reflect how the contract meets the established privacy requirements. The contract must comply with established privacy requirements outlined in the privacy impact assessment. These are the most stringent requirements known to have been applied for the use of this technology.

Additional background:

In 2014, ICE issued a similar solicitation that was cancelled over privacy concerns about the use of the technology. In 2015, ICE completed a privacy impact assessment and issued a second solicitation that was cancelled due to failed price negotiations.

ICE's Homeland Security Investigations (HSI) conducts criminal investigations into various forms of illicit activity, including human smuggling and trafficking; the smuggling of drugs, weapons and other contraband; transnational gangs; and child exploitation. ICE's Enforcement and Removal Operations (ERO) conducts targeted immigration enforcement in compliance with federal law and agency policy, focusing on individuals who pose a threat to national security, public safety and border security. However, all of those in violation of the immigration laws may be subject to immigration arrest, detention and, if found removable by final order, removal from the United States.

Q &A:
Q: What is the name of the service provider that ICE anticipates providing the service?
A: Vigilant

Q: What are the privacy requirements, in general?
A: As detailed in the SOW, the privacy requirements include: use of a logon splash screen that describes the agency's permissible uses of the system and data – with a requirement for users to consent to these rules before proceeding; auditing requirement for users to input a license plate number, a reason code, and identification number for the law enforcement case the query is associated with before making a query; limitations on the timeframe of the data that can be queried, in compliance with the PIA; guaranteed accuracy of data with a margin of two percent; and assurance that ICE queries will not be provided to other system users or used for commercial purposes.

(b)(6);(b)(7)(C)
Public Affairs Officer/Spokesperson
U.S. Immigration and Customs Enforcement (ICE)
202-732-(b)(6);(b)(7)(C) (desk)
813-230-(b)(6);(b)(7)(C) (cell)
www.ice.gov

From: (b)(6);(b)(7)(C)
Sent: 13 Dec 2017 10:28:05 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: FYSA -- License Plate Reader Database Access Procurement

Headed to PCN now - will check

(b)(6);(b)(7)(C)
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Wednesday, Dec 13, 2017, 8:47 AM
(b)(6);(b)(7)(C)
Subject: RE: FYSA -- License Plate Reader Database Access Procurement

Thanks (b)(6) We do have Privacy approval to award but not begin to utilize the service before the PIA is approved if it results in the agency saving money. If we cannot award by 12/21 then the vendor has stated that the price will be increased. We were able to negotiate an extension from 12/8 to 12/21 but I am not sure we would be able to negotiate another extension. Privacy has indicated they did not think it would be approved by DHS until the last week in December.

Would you be ok with us awarding before PIA approval if privacy is ok with it?

Thanks,

(b)(6);(b)(7)(C), CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Tuesday, Dec 12, 2017, 7:43 PM
(b)(6);(b)(7)(C)

Subject: RE: FYSA -- License Plate Reader Database Access Procurement

I have to check with front office to see if there is any confirmation hearing sensitivity on this topic. Please hold. Also, PIA is not back yet from DHS.

(b)(6);(b)(7)(C)
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Tuesday, Dec 12, 2017, 5:44 PM
(b)(6);(b)(7)(C)
Subject: RE: FYSA -- License Plate Reader Database Access Procurement

Hi (b)(6)
I hope you guys all had a great time at the party. Did you hear anything back from M&A front office with regard to License Plate Access?

We are ready to post the synopsis whenever we get the approval. We argued with OPLA-CALD over the law enforcement sensitivity, but in the interest of getting it done we decided to post, but remove the LES information.

Our draft synopsis language is below.

(b)(5);(b)(7)(E)

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(

Email: (b)(6);(b)(7)(C)

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From: Weinberg, Bill
Sent: Tuesday, December 12, 2017 11:24 AM
To: (b)(6);(b)(7)(C)
Subject: RE: FYSA -- License Plate Reader Database Access Procurement

I am checking - may be affected by confirmation hearing schedule.

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Tuesday, Dec 12, 2017, 10:38 AM
(b)(6);(b)(7)(C)
Subject: RE: FYSA -- License Plate Reader Database Access Procurement

Good morning,
Has there been any feedback from M&A on the awarding of LPR? We believe we are close to being able to publically post the synopsis. It will be routed through the public posting for front office review but I was curious to find out whether or not M&A was ok with OAQ proceeding.

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)

Date: Monday, Dec 11, 2017, 2:57 PM

(b)(6);(b)(7)(C)

Subject: FYSA -- License Plate Reader Database Access Procurement

Good Afternoon

This purpose of this email is to provide situational awareness with regards to a procurement for License Plate Access that OAQ is working on. The details are provided below:

U.S. Immigration and Customs Enforcement (ICE) intends to issue a contract to Thomson Reuters Special Services (TRSS) to obtain query-based access to a commercially available License Plate Reader (LPR) database. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE law enforcement personnel will query the LPR database using known license plate numbers associated with aliens for immigration enforcement purposes, based on leads, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries can assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

Period of Performance:

The anticipated period of performance will include a base period of three (3) months, one three (3) month option period, one three (3) month and eleven (11) day option period, and two twelve (12) month option periods.

V/r

(b)(6);(b)(7)(C)
Chief of Staff
Office of Acquisition Management (OAQ)
U.S. Immigration and Customs Enforcement
Desk Phone: 202-732-(b)(6)
Cell Phone: 202-906-(b)(6)
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 9 Nov 2017 13:47:33 +0000
To: (b)(6);(b)(7)(C)
Subject: RE: HSI Access to License Plate Database (Vigilant)
Attachments: 01.05_SOW_License Plate Readers.docx

Good Morning,
I have attached the draft SOW. We attempted to keep the language plain enough so that both ERO and HSI would be ok with it.

Please let me know if you have any further questions.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, November 09, 2017 8:43 AM
To: (b)(6);(b)(7)(C)
Subject: RE: HSI Access to License Plate Database (Vigilant)
Importance: High

Morning Sir,

Yes we are interested. Would you mind sending me the information pertaining to the contract? Thank you for keeping us in mind.

Best,
(b)(6)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, November 08, 2017 5:35 PM
To: (b)(6);(b)(7)(C)
Subject: RE: HSI Access to License Plate Database (Vigilant)

Good Evening,
I wanted to follow up on whether or not HSI is interested in being part of the ICE contract for access to License plate data with TRSS through Vigilant.

Please let me know if you need any additional information.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6)
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, November 06, 2017 1:00 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: HSI Access to License Plate Database (Vigilant)

Hi (b)

Good afternoon sir.

Thanks for reaching out.

I'm looping in Acting AD (b)(6);(b)(7)(C) as his team worked this issue previously.

(b)(6);(b)

From: (b)(6);(b)(7)(C)
Sent: Monday, November 06, 2017 12:36 PM
To: (b)(6);(b)(7)(C)
Subject: HSI Access to License Plate Database (Vigilant)

Good Afternoon,
I had previously been working with (b)(6);(b)(7)(C) on obtaining access to a license plate scan database for ICE, both HSI and ERO. (b)(6) was obviously the HSI point of contact. Given the changes within HSI, I was wondering who the new HSI POC should be for this program.

The previous effort failed due to privacy concerns and the budget situation. However, the privacy concerns have been resolved and OAQ has been told that ERO may have funding for this effort. This is currently an ERO driven project, however based on the feedback I have received from the field, HSI would benefit significantly from this effort as well. The expectation is that we would be obtaining ICE-wide access to license plate data.

Any information you can share would be helpful.

Please let me know if you need anything from me.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | (A) Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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Statement of Work
Access to License Plate Reader Commercial Data Service
November 1, 2017

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's law enforcement offices operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE law enforcement personnel will query the LPR database using known license plate numbers associated with aliens for immigration enforcement purposes, based on leads, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries can assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**

- A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection and coordinates.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or share the information with other customers, business partners, or any other entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

- The vendor will ensure ICE user queries are conducted anonymously to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will save license plates numbers to query them against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user who queried the license plate number.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The vendor will provide the ability to establish Alert List submissions, flag license plates for deconfliction, and perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate.

- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. If determined to be cost feasible, the system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

    - Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

    - Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
    - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
    - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
    - Date and time of query; and
    - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract,

transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Guaranteed Minimums
The minimum that the Government agrees to order during the period of this contract is $10,000.00 for the base year only.

C.7. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.8. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.9. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

From: (b)(6);(b)(7)(C)
Sent: 8 Dec 2017 04:02:45 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: Re: ICE Access to TRSS LPR

Thank you for the update, (b)(6);(b)(7)(C) and I are traveling a bit in the coming two weeks but we'll make ourselves available to assist.

I was in HSI Salt Lake City today and there's a lot of excitement about the possibility of this new content.

Talk soon,
(b)(6);(b)(7)(

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
This email contains information from Thomson Reuters Special Services, LLC. that may be sensitive and confidential. The message is to be used solely by the intended recipient. If you are not that recipient, you received this message in error and are requested to delete it (and all copies). You are further requested to neither reproduce nor share the contents of this message with anyone except the intended recipient and to notify the sender of the erroneous transmission. Your cooperation is appreciated.

On Dec 7, 2017, at 18:11, (b)(6);(b)(7)(C) wrote:

> Hi (b)(6);
> I wanted to send you an email to advise on the status of ICE Access to the LPR data. We have a commitment to fund from the ICE components. We are currently working on the final solicitation to send to TRSS. Given the sensitivity and the dollar amount we will need to notify Congress. Barring any unforeseen circumstance we believe that we will be able to make award sometime before 12/18.
>
> Thanks for your help. Please let us know if you need anything.
>
> Thanks,
>
> (b)(6);(b)(7)(C) ***CPPB, CFCM***
> **Detention, Compliance and Removals (DCR) | Unit Chief**
> DHS | ICE | Office of Acquisition Management (OAQ)
> Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6)
> Email: (b)(6);(b)(7)(C)
>
> NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review,

dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.

From: (b)(6);(b)(7)(C)
Sent: 14 Dec 2017 09:23:48 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: ICE Contract for access to License plate database

Thank you. I have a call w Privacy about this at 9:30 that may answer all my questions, but if not and you are able to call after about 10am that would be great. I'm at 813-230-(b)(6); . Thank you.

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 9:22 AM
To: (b)(6);(b)(7)(C)
Subject: RE: ICE Contract for access to License plate database

Hi (b)(6);(b)(7)(
I am in training but happy to give you a call. What number should I call?

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 8:34 AM
To: (b)(6);(b)(7)(C)
Subject: RE: ICE Contract for access to License plate database

(b)(6 do you have time to talk this morning? Just want to clarify a few things. Thanks, (b)(6);(b)(7)(C)

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 08, 2017, 7:46 PM
(b)(6);(b)(7)(C)
Subject: ICE Contract for access to License plate database

Good Evening,
I wanted to reach out in case you hadn't heard from anyone with ERO or HSI. OAQ is making preparations to award a contract for access to a license plate database sometime next week or as late as 12/18, depending on when we receive Congressional approval. The contract would be utilized ICE-wide.

Given the sensitivity of this subject last time around, I wanted to reach out to help prep any information needed. OAQ currently has a paper routing internally that contains pertinent information. We are happy to answer any questions or share the paper with OPA once it has been approved. Please note that due to the requirement being law enforcement sensitive the justifications for award will not be posted publically.

Please let me know if you have any questions or need any information.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6)
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 2 Jan 2018 20:53:04 +0000
To: (b)(6);(b)(7)(C)
Subject: RE: License plate clauses
Attachments: 04.01_70CDCR18P00000017.pdf

Hi (b)(6);(b)
Please see the attached order.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Tuesday, January 02, 2018 11:09 AM
To: (b)(6);(b)(7)(C)
Subject: RE: License plate clauses

Hi all – Just wanted to check in to see if this got awarded? If so, will you please send a copy of the final executed contract/SOW for our records?

(b)(6);(b)(7)(C
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6
Mobile: (202) 487-(b)(6
Main: (202) 732-(b)(6

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 1:47 PM
To: (b)(6);(b)(7)(C)
Subject: RE: License plate clauses

Hi (b)(6);(b

Sorry we're on quite a tight deadline. Do you agree with the below?

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 10:55 AM
To: (b)(6);(b)(7)(C)
Subject: RE: License plate clauses

(b)(6);(b)(

Please see below slight rewrite:

The Contractor is responsible for notification of victims ~~and provision of victim remediation services~~ in the event of a loss or compromise of Sensitive PII, ***If any,*** held by the Contractor, its agents, and Subcontractors, under this contract. ~~The victim remediation services shall include at least 18-months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised.~~ The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

Let me know on approval.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
Mobile: (202) 878-(b)(6)
(b)(6);(b)(7)(C)

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.

From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 9:16 AM
To: (b)(6);(b)(7)(C)
Subject: RE: License plate clauses

Perfect!

Amber Smith
Privacy Officer
Information Governance & Privacy Office
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 22, 2017, 8:15 AM
(b)(6);(b)(7)(C)
Subject: RE: License plate clauses

(b)(6);(b)(

For PRIV 1.3, I think we talked about the following:

The Contractor is responsible for notification of victims ~~and provision of victim remediation services~~ in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and Subcontractors, under this contract. ~~The victim remediation services shall include at least 18-months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised.~~ The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

What did you think?

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6
Mobile: (202) 878-
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 10:28 PM
To: (b)(6);(b)(7)(C)
Subject: RE: License plate clauses

(b)(5);(b)(7)(E)

Thanks!

(b)(6);(b)(7)(C
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)( )

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 9:23 PM
To: (b)(6);(b)(7)(C)
Subject: RE: License plate clauses

(b)(6);(b)(7)(C)

Please see attached revised negotiations. I have included a summary. Please review for accuracy.

There are two outstanding items. Please see revised proposed language for them both:

(b)(5);(b)(7)(E)

Please advise on approval.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(
Mobile: (202) 878-

(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 5:35 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: License plate clauses

We'll both be available tomorrow. I have to focus this evening on finishing up the revision to the PIA Update so I can get it back to DHS.

(b)(6);(b)(7)(C)
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Mobile: (202) 48
Main: (202) 732-

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 5:31 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: License plate clauses

It sounds like West/TRSS will be sending over their latest version of exceptions. Are you all able to look at the language this evening? Will you be available tomorrow?

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
See Schedule	1	52

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
		70CDCR18P00000017	70CDCR18Q00000005	12/15/2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	(b)(6);(b)(7)(C)	202732(b)(6);	ES

9. ISSUED BY — CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE % FOR:

- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 519190
SIZE STANDARD: $27.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE	Net 30	[ ]		[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE ICE/ERO

ICE Enforcement & Removal
801 I Street, NW
(b)(6);(b)(7)(C)
Washington DC 20536

16. ADMINISTERED BY — CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

17a. CONTRACTOR/ OFFEROR — CODE 1485082860000 — FACILITY CODE

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL MN 55164

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE ICE-ERO-FHQ-CED

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Attn: ICE-ERO-FHQ-CED
Williston VT 05495-1620

[X] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
PO Box 6292, Carol Stream, IL 60197-6292

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 148508286 Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6);(Email: (b)(6);(b)(7)(C) Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6) *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
(b)(4)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[X] 29. AWARD OF CONTRACT: _____ OFFER DATED 12/22/2017. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b)(6);(b)(7)(C)

30c. DATE SIGNED: 12/22/17

(b)(6);(b)(7)(C)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Email: (b)(6);(b)(7)(C) There are two (2) requisitions associated with this award: 192118FUGOPS12087 and 192118FLMURQ0008. This purchase order is for West Publishing Corporation to provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States. The specific requirements are detailed in the Statement of Work attached. All services shall be performed in accordance with the attached Statement of Work (SOW), West Publishing's Technical Quote (dated 12/22/2017), and West Publishing's Price Quote. West Publishing Corporation's price quote and technical quote are included as an attachment to this purchase order. Funding in the amount of (b)(4) is being allotted to this purchase order award to fund CLIN 0001 for the Base Period of services. All other CLINS are optional CLINs and will be funded at the time they are exercised. The terms and conditions of this purchase order Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	apply only to the purchase order resulting for ICE solicitation 70CDCR18Q00000005. Exempt Action: Y Sensitive Award: PII Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Requisition No: 192118FLMURQ0008, 192118FUGOPS12087 (b)(4);(b)(7)(E) Period of Performance: 12/22/2017 to 01/31/2018				(b)(4)
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Accounting Info: Funded: (b)(4) Period of Performance: 02/01/2018 to 01/31/2019	12	MO	(b)(4)	
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) Continued ...	12	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 05/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2019 to 01/31/2020				
0004	Option Period 3 - 02/01/2020 - 09/30/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 08/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2020 to 09/30/2020 Invoice Instructions: ICE - ERO/HSI Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • (b)(6);(b)(7)(C) • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email. b) USPS: Continued ...	8	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

ATTN: ICE-ERO-FHQ-CED

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

c) Facsimile:

Alternative Invoices shall be submitted to: (802)-288-7658

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.
Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.
2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	verification before payment can be processed; (ii). Dunn and Bradstreet (D&B) DUNS Number; (iii). Invoice date and invoice number; (iv). Agreement/Contract number, contract line item number and, if applicable, the order number; (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii). Terms of any discount for prompt payment offered; (viii). Remit to Address; (ix). Name, title, and phone number of person to resolve invoicing issues; (x). ICE program office designated on order/contract/agreement and (xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing) (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management. 3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.

(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

(iii) Use shredders when discarding paper documents containing Sensitive PII.

(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at

(b)(7)(E)

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	f for more information on and/or examples of Sensitive PII. 5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6);(b)(7)(C) The total amount of award: (b)(4) The obligation for this award is shown in box 26.				

Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database to support its criminal and immigration law enforcement missions. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE immigration enforcement personnel will query the LPR database using known license plate numbers associated with subjects of their immigration enforcement activities, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries will assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**
    - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office

of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and source of the record.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The Alert List function will include an automated capability that flags license plates for de-confliction.
- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
  - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
  - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
  - Date and time of query; and
  - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.7. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.8. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

Quality Assurance Surveillance Plan (QASP)
License Plate Reader (LPR) Data Service

NOTE: The Government reserves the right to revise or change the QASP as determined by the Government to ensure quality service and deliverables over the course of the contract.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The Contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

c. Other Key Government Personnel - Immigration and Customs Enforcement (ICE) National Fugitive Operations Program Headquarters Staff or Federal employees as designated by the COR and/or CO.

All Point of Contact's information will be released upon award.

3. PERFORMANCE STANDARDS

Performance standards define desired services. The Contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance

standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply to each month of performance.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of LPR Query	Result of LPR query after entered in end-user-computing device	</= 5 seconds after submission

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Government Documentation Criteria
LPR Data Service and Technical Support	4.11.1 4.11.2 4.11.4 4.11.5	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Overall Support Service	4.4 4.10	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the Transition In period.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Results of LPR Query	4.5.3 4.6.2	Length of time for Results of LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is available upon request to the Contracting Officer.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

_____

Signature – Contracting Officer's Representative

_____

Signature – Contracting Officer

ATTACHMENT 3:
TERMS AND CONDITIONS

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision.

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means.

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in.

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

52.212-1INSTRUCTIONS TO OFFERORS. COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show.

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to.

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by.

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2EVALUATION. COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Technical Approach
II. Past Performance
III. Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS. COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology".

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern".

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American.Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for

award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other _____.

(5) Common parent.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that.

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

FAR 52.212-4CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

☐ [Reserved]

☒ 52.204-14 Service Contract Reporting Requirements (OCT 2016)

☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

☐ [Reserved]

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

  ☐ Alternate I (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)

  ☐ Alternate I (JAN 2011)

☐ [Reserved]

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

  ☐ Alternate I (NOV 2011)

  ☐ Alternate II (NOV 2011)

☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

  ☐ Alternate I (OCT 1995)

  ☐ Alternate II (MAR 2004)

☒ 52.219-8 Utilization of Small Business Concerns (NOV 2016)

☐ 52.219-9 Small Business Subcontracting Plan (JAN 2017)

  ☐ Alternate I (NOV 2016)

  ☐ Alternate II (NOV 2016)

  ☐ Alternate III (NOV 2016)

  ☐ Alternate IV (NOV 2016)

☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

☒ 52.219-14 Limitations on Subcontracting (JAN 2017)

☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)

☐ 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☐ 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☒ 52.222-3 Convict Labor (JUN 2003)

☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)

☒ 52.222-21 Prohibition of Segregated Facilities (APR 2015)

☒ 52.222-26 Equal Opportunity (SEPT 2016)

☒ 52.222-35 Equal Opportunity for Veterans (OCT 2015)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

☒ 52.222-37 Employment Reports on Veterans (FEB 2016)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

☐ 52.222-50 Combating Trafficking in Persons (MAR 2015)

☐ Alternate I (MAR 2015)

☒ 52.222-54 Employment Eligibility Verification (OCT 2015)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

☐ Alternate I (MAY 2008)

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)

☐ 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)

☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)

☐ Alternate I (OCT 2015)

☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)

☐ Alternate I (JUNE 2014)

☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)

☐ Alternate I (JUNE 2014)

☒ 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ 52.223-20 Aerosols (JUN 2016)

☐ 52.223-21 Foams (JUN 2016)

☒ 52.224-3 Privacy Training (JAN 2017)

☐ Alternate 1 (JAN 2017)

☐ 52.225-1 Buy American – Supplies (MAY 2014)

☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)

☐ Alternate I (MAY 2014)

☐ Alternate II (MAY 2014)

☐ Alternate III (MAY 2014)

☒ 52.225-5 Trade Agreements (OCT 2016)

☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)

☐ 52.232-30 Installment Payments for Commercial Items (JAN 2017)

☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

☐ 52.232-36 Payment by Third Party (MAY 2014)

☐ 52.239-1 Privacy or Security Safeguards (AUG 1996)

☐ 52.242-5 Payments to Small Business Subcontractors (JAN 2017)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

☐ 52.222-41 Service Contract Labor Standards (MAY 2014)

☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)

☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

☐ 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)

☐ 52.237-11 Accepting and Dispensing of $1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

_X_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause—

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_X_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-71 Contractor Employee Access.

____Alternate I

__X_ Alternate II

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ 3052.219-70 Small Business Subcontracting Plan Reporting.

_X_ 3052.219-71 DHS Mentor Protégé Program.

I. HSAR Clause
3052.204-71 Contractor employee access (SEP 2012), and Alternate I
Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d)
Information Technology Security and Privacy Training (MAR 2015)

II. IGP Privacy and Records Provisions
PRIV 1.2: Reporting Suspected Loss of Sensitive PII
PRIV 1.3: Victim Remediation Provision

REC 1.2: Deliverables are the Property of the U.S. Government
REC 1.3: Contractor Shall Not Create or Maintain Unauthorized √Records
REC 1.4: Agency Owns Rights to Electronic Information
REC 1.5: Comply with All Records Management Policies√
REC 1.6: No Disposition of Documents without Prior Written Consent√
REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors

PRIV 1.2: Reporting Suspected Loss of Sensitive PII:
Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision:
The Contractor is responsible for notification of victims in the event of a loss or compromise of Sensitive PII, ***if any,*** held by the Contractor, its agents, and Subcontractors, under this contract. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to the query data it inputs into the LEARN database (e.g. Audit Logs, Searches, Hotlist, etc.) Notwithstanding the above, no title to Vigilant's LEARN database or software will transfer to ICE in the performance of the contract.

(End of clause)

REC 1.5: Comply with All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors
The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees
Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. *Reserved – Deleted in accordance with clause prescription*

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) ***Reserved – Deleted in accordance with clause prescription***

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy

concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

Attachment 5: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018	1.4	*	(b)(4)	
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019	12	MO		
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020	12	MO		
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020	8	MO		
			Total	
Additional Pricing Explanation: *Contract start date will be 12/21/2017; however, West billing is systematically				

Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Technical Response – Revision 2

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

(b)(6);(b)(7)(C)

SUBMITTAL DATE:

December 22, 2017

SUBMITTED BY

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Source Selection Sensitive

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Contents

INTRODUCTION 1

SECTION I – TECHNICAL APPROACH 2

C.4 RESPONSES TO PERFORMANCE REQUIREMENTS 2

Data Service Content/Scope 2

User Management and Support 5

Functional Requirements 7

Query Capabilities 7

Alert List Capabilities 10

Mobile Device Capabilities 12

Audit and Reporting Capabilities 13

C.5 IS NOT IDENTIFIED/INCLUDED IN THE STATEMENT OF WORK 16

C.6 PROMOTION OF THE CONTRACT 17

C.7 NEWS RELEASES 17

C.8 LICENSE TYPE 17

SECTION II – PAST PERFORMANCE 18

Introduction

Thomson Reuters has a long history of commitment to meeting the informational needs of the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), and we seek to maintain and expand that relationship in responding to the current Request for Quote for access to a License Plate Reader database.

Through the combination of comprehensive and reliable data, technology, and expertise in how public records and related information can benefit government objectives, Thomson Reuters, with our partner, Vigilant Solutions, is uniquely positioned to help ICE meet your agency's diverse challenges with our subscription services.

Based on conversations with ICE personnel about the specific investigative needs of ICE, Thomson Reuters can provide access to license plate reader data via a hyperlink to the LEARN platform through the CLEAR platform. Providing access to the data through CLEAR provides reassurance to ICE, by virtue of existing agreed-upon terms and auditing requirements, per agency mandate. This offer also provides access to LPR through Vigilant's LEARN platform, which is maintained and supported by Vigilant.

The Thomson Reuters CLEAR team has been successfully supporting DHS's investigative research needs and initiatives since the agency's inception. We are proud to support the DHS and look forward to continuing our long-standing partnership.

Section I – Technical Approach

C.4 Responses to Performance Requirements

In this section of our response, we respond directly to the Performance Requirements in the Statement of Work of the RFQ. The information presented here is considered proprietary and confidential.

DATA SERVICE CONTENT/SCOPE

We propose access to License Plate Reader (LPR) data via hyperlink from Thomson Reuters CLEAR to Vigilant Solutions' (Vigilant's) LEARN platform.

Requirement: The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.

Response: The offered LPR data is collected from various toll roads, parking lot/garages, repossession vehicles and law enforcement agencies nationwide.

Requirement: The LPR data service shall include substantial unique LPR detection records.

Response: Vigilant's database currently has hundreds of millions of unique detection records from commercial sources. Besides LPR records from commercial sources such as parking garages, tolls and asset recovery vehicles Vigilant also has a large network of local and state law enforcement agencies (LEAs) across the country. This network of LEAs has the ability to share their LPR records with ICE – regardless of their LPR hardware provider. All LEA detection records are the intellectual property of the LEA and all retention times and permissions on these records are set by those agencies. Vigilant only hosts and maintains those records.

Requirement: The LPR data service shall compile LPR records from at least 25 states and 24 of the top thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

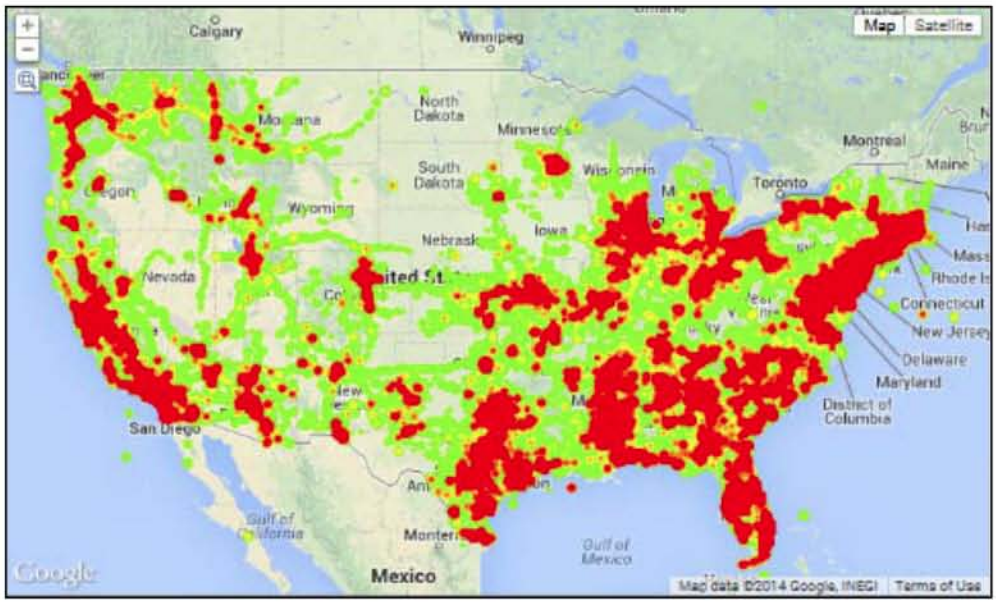
Response: Forty-seven (47) states, the District of Columbia, and Puerto Rico have commercial LPR scan records. (Hawaii, Maine, and Vermont do not.)

A list of the most populous 50 metropolitan areas in the US with commercial LPR data is provided below and exceeds the minimum requirement by DHS. Additional locations can be provided upon request.

Number	Metro Area
1	NewYork-NorthernNewJersey-LongIsland,NY-NJ-PA
2	LosAngeles-LongBeach-SantaAna,CA
3	Dallas-FortWorth-Arlington,TX
4	Chicago-Joliet-Naperville,IL-IN-WI
5	Houston-SugarLand-Baytown,TX
6	Washington-Arlington-Alexandria,DC-VA-MD-WV
7	Phoenix-Mesa-Glendale,AZ
8	Miami-FortLauderdale-PompanoBeach,FL
9	Riverside-SanBernardino-Ontario,CA
10	SanAntonio-NewBraunfels,TX
11	Baltimore-Towson,MD
12	SanDiego-Carlsbad-SanMarcos,CA
13	Atlanta-SandySprings-Marietta,GA
14	KansasCity,MO-KS
15	VirginiaBeach-Norfolk-NewportNews,VA-NC
16	SanFrancisco-Oakland-Fremont,CA
17	Austin-RoundRock-SanMarcos,TX
18	St.Louis,MO-IL
19	Cleveland-Elyria-Mentor,OH
20	Richmond,VA
21	Orlando-Kissimmee-Sanford,FL
22	LasVegas-Paradise,NV
23	Columbus,OH
24	Tampa-St.Petersburg-Clearwater,FL
25	Charlotte-Gastonia-RockHill,NC-SC
26	ElPaso,TX
27	Columbia,SC
28	Memphis,TN-MS-AR
29	Sacramento--Arden-Arcade--Roseville,CA
30	Seattle-Tacoma-Bellevue,WA
31	Cincinnati-Middletown,OH-KY-IN
32	McAllen-Edinburg-Mission,TX
33	Denver-Aurora-Broomfield,CO
34	Vallejo-Fairfield,CA
35	Philadelphia-Camden-Wilmington,PA-NJ-DE-MD
36	Charleston-NorthCharleston-Summerville,SC
37	Milwaukee-Waukesha-WestAllis,WI
38	Jackson,MS
39	SanJose-Sunnyvale-SantaClara,CA
40	Stockton,CA
41	Hartford-WestHartford-EastHartford,CT
42	Greenville-Mauldin-Easley,SC

43	Raleigh-Cary,NC
44	Bakersfield-Delano,CA
45	MyrtleBeach-NorthMyrtleBeach-Conway,SC
46	Minneapolis-St.Paul-Bloomington,MN-WI
47	Buffalo-NiagaraFalls,NY
48	NewHaven-Milford,CT
49	Bridgeport-Stamford-Norwalk,CT
50	Corpus Christi,TX

The map below shows the density and coverage of Vigilant's commercial LPR data. Red areas have higher concentrations followed by yellow and green.



Requirement: The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

Response: A summary of the number of unique records for each month over the last twelve (12) months is provided in the table below.

Month / Year	Unique Commercial Data Records
16-Dec	153,649,853
17-Jan	147,648,720
17-Feb	146,027,234
17-Mar	172,324,187
17-Apr	163,997,190
17-May	175,011,763
17-Jun	162,459,125
17-Jul	158,693,852

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



Requirement: The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

Response: All decisions regarding access to the system will be made at ICE in accordance with the CLEAR Administrator's Standard Operating Procedures Manual. LEARN access will require separate credentials and will be given to the users upon receipt of a user list from ICE. Authorized CLEAR users will have additional LEARN credentials generated. ICE may authorize only ICE users; ICE may not provide access to users from other agencies.

Requirement: Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

Response: ICE will assign their intended authorized users; no ORI will be needed.

Requirement: The ability to add new users or delete existing users within 24 business hours of ICE's request.

Response: To maintain consistency with the CLEAR contract, addition of new users or deletion of existing users will occur as soon as possible, but at no point longer than 24 business hours. Thomson Reuters will work with ICE regarding management of user population.

Requirement: Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

Response: The Thomson Reuters CLEAR contract includes a full-time Client Relationship Manager. Thomson Reuters will provide annual Agency Manager and System User training onsite at ICE facilities. User manuals will be provided as well as links to short videos uploaded to YouTube that demonstrate how to utilize some of the LEARN features. For CLEAR access, Thomson Reuters will also provide "Help Desk" support 24/7/365 via phone (877-242-1229), or support via email (clear@thomsonreuters.com).

Requirement: System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

Response:A "Forgot My Password" link will be included for users to reset any forgotten passwords upon any attempt to sign in. Customer support, including escalation, when appropriate regarding impact, will be available for other issues.

Requirement: Unlimited technical support to each user.

Response: Thomson Reuters will provide unlimited technical support 24/7 for each user of CLEAR. Vigilant will provide unlimited technical support 24/7 for each user of the LEARN platform.

Requirement: Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Response: CLEAR undergoes periodic updates for enhancements and updates. Thomson Reuters is certified to international standards, 27001 and 9001, assuring appropriate controls and processes to protect data and system integrity.

Vigilant will periodically update the user interface and mobile application. Besides regular updates to the software interfaces and mobile applications, Vigilant is committed to providing a top-tier hosting facility with Verio, a Microsoft Gold Certified Partner. This helps provide a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

FUNCTIONAL REQUIREMENTS

QUERY CAPABILITIES

Requirements: Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.

- The splash screen will appear at each logon event.
- The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
- The agency will provide the language for the splash screen content.

Response: Upon login to CLEAR, users must select from available options the applicable permissible use/purpose for the various regulations (e.g., DPPA). Included with direct access to the LEARN platform, Vigilant will provide a splash screen upon logging into the system that will describe the agency's permissible uses of the data and will require the user to affirmatively consent to these rules before proceeding. The ICE provided message will also be available via hyperlink.

Requirement: All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

Response: Included with direct access to the LEARN platform, we understand that all queries of the LPR data shall be based on a license plate number entered by the user. The data returned in response will be limited to the matches of that license plate number only within the specified period of time.

Requirement: The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

Response: The Vigilant user interface will allow a user to search only if a license plate is entered. (Specific functionality, e.g., Stakeout/Make-Model functionality, would need to be turned off in order to limit searching by license plate number only and to prevent searches by other methods.)

Requirement: The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

Response: Vigilant has a mandatory reason code field, and an optional free-text field of up to 255 characters. If awarded, Vigilant will make this a mandatory audit screen that the user must populate prior to any query. The audit screen includes the name of the requestor, case number, reason code, and the free-text field.

Requirement: The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

Response: Vigilant will require a user to indicate who is requesting the query. All information will be stored in audit logs.

Requirement: The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

Response: Vigilant will provide a free-text field of up to 255 characters for user to enter notes. This feature can be made mandatory for all queries or reports.

Requirement: The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).

- The query interface will have a field for the user to select or input the appropriate timeframe for the query.
- The system will display results only for LPR detection records within that timeframe

(e.g., only for the last 5 years).

- The system shall not run a query that lacks a time frame entered by the user.

Response: The LPR query will be limited to a time frame consistent with agency policy, e.g., five (5) years. The system also will block any queries that lack a time frame.

Requirement: The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

Response: The LEARN platform solution will provide direct query index look-ups. For example, plate ABC123 will always return records tagged as plate ABC123. We are 100% correct due to data being statically indexed by exact plate numbers. Note: While indexes are statically created, the image analysis to create the static index is still subject to an accuracy of less than 98% due to a number of items such as angle of LPR cameras, impacted snow on the plate, bent/damaged plate, partially obstructed view of plates, heavy snow or rain, etc.

Requirement: To ensure accuracy of information, the response to a query must include at least two photos on all hits.

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

- Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and sources of the record.

Response: In the LEARN platform, LPR cameras do not use visible light, such as a flashlight. The vehicles make, model, or color at night can be hard to identify. This is true for all LPR records in low ambient light conditions, which we cannot control. To help identify vehicles at night, Vigilant has developed a way to populate a daytime image within a nighttime image of a vehicle if the vehicle has been scanned during the day, so the user can quickly identify and confirm vehicle make, model, and color. In most states we can also identify vehicle make and model, by using additional information gathered from CarFax that is seamlessly integrated into the software. Although we can help identify a large number of nighttime records, we cannot do so for 100% of the records due to these circumstances, although a very high percentage can be identified with even nighttime images.

All LPR records will include two (2) images (one of the vehicle and one of the license plate). Printable reports will include images, Google map, Google satellite image, nearest address, nearest intersection, GPS coordinates and source of the record.

Requirement: The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

Response: Vigilant will insert a "misread" button on the detection view, which will generate a notification to Vigilant personnel. Vigilant will not modify data owned by third parties (e.g., plate images, third-party queries), because that data is the property of the collecting agency.

Requirement: The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

Response: Thomson Reuters and Vigilant value the trust placed in us by ICE and will not use or disclose any DHS information to other customers, business partners, or other individuals or entities. DHS will have the ability to accept additional LPR data that is collected by local and state law enforcement agencies across the country who are already Vigilant customers and reside on the LEARN hosted server. This could provide hundreds of millions more LPR scans available for ICE to search. Currently there are almost 500 million detection records that are collected by local and state LEAs. All shared LEA records are the intellectual property of the respective LEAs. Vigilant cannot edit or modify these records should there be a misread. If ICE accepts the LPR records from the LEAs, ICE does not have to share anything in return. All sharing controls are set, monitored, and maintained by ICE Agency Managers.

Requirement: The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Response: ICE's query data will not be used for commercial purpose by Thomson Reuters or Vigilant. Queries submitted by ICE will be stored only to maintain an audit log for the applicable platform.

ALERT LIST CAPABILITIES

Requirement: The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

Response: Included with direct access to the LEARN platform, Vigilant will provide an "Alert List" feature called "Hot-Plate". The hot-plate will be saved within the LEARN system and be compared to new records as they are loaded into the system's database. Any matches will generate a near real-time alert notification to the users with permissions to the hot-plate record.

Requirement: The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to share Alert Lists notifications between ICE users.

Requirement: The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or - entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in

the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to automatically match new detections against a user uploaded alert list. The notification will provide maps, images, GPS, date, time, and nearest address and cross street. The notification can be sent to multiple ICE users that are sharing the alert list for the specific investigations. DPPA applies only to the release of personal information from a state's department of motor vehicle (DMV) records. Vigilant's system does not interfere with DMV records. ICE may insert any information in the alert list. Subsequently, the data fields that may contain PII information are encrypted with AES256 encryption at rest, and only the owner of those records may see the values entered.

Requirement: The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose/investigation/operation for which the query was performed.

Response: Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make , model, color, and a reason code as a custom field and a comments section of up to 255 characters or less. Per ICE requirement, the mandatory fields for a single query (i.e., plate number, state, reason code, and free-text field) also will be mandatory for the alert list. The allowable number of alert list records per the system significantly exceeds the requirements of DHS, but ICE may dictate the maximum number of records allowable by their users.

Requirement: The Alert List function will include an automated capability that flags license plates for deconfliction.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to establish Alert List submissions, perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate. When a Hot-Plate is uploaded and it matches a record containing the same License Plate Number, State ID, Alert Type, Hot-List Source, and Agency Name, the user will be notified via a pop-up notice to contact the initial user who entered the identical record. The user will have the option to override the record or to cancel the upload. If warded, Vigilant will add an option for other agencies to allow their uploaded hot-plates to be used for deconfliction purposes by ICE, based solely on License Plate and State ID. Conversely, state and local LEAs will not know that ICE has a plate on an alert list.

Requirement: License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a

normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

Response: Included with access on the LEARN platform, any LPR detection matching an ICE Alert List will return to the iOS application, alerting authorized users of a positive match. All detections will be uploaded into LEARN for future reference or investigation by ICE. Vigilant will preserve commercial records indefinitely. Note that commercial data does not include query audit information, which is property of the government.

Requirement: Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will provide an ability to load an alert list with a one (1) year expiration time frame. Vigilant can implement an automatic one-year expiration for all alert records entered into the ICE account.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Included with access to the LEARN platform, all alert list activity will be captured for auditing reports and will include user name, date, time, reason code, notes, license plate number entry, deletion, renewal, and expiration from alert list.

Requirement: The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List, whichever happens first.

Response: Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list. Audit records are not altered when an alert plate expires.

MOBILE DEVICE CAPABILITIES

Requirement: The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

- Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant Mobile Companion software for iOS devices will allow a user to query the LPR database and return alerts for positive matches to a user-loaded alert list. The application will delete any saved data on the device after 60 days.

Requirement: The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Response: Thomson Reuters will coordinate with Vigilant and ICE regarding compliance of Vigilant's mobile application with any applicable privacy assessment prior to use.

AUDIT AND REPORTING CAPABILITIES

Requirement: The vendor shall generate an immutable audit log in electronic form that chronicles the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
- Date and time of query; and
- Results of the query.

Response: Available with access to the LEARN platform, any action on Vigilant's LEARN web interface or mobile application shall be fully auditable and shall not be disabled by the user. Vigilant maintains a complete audit record of every transaction, including date, time, user, IP address, and query parameters sufficient to reproduce the exact query. Audit records are property of ICE. The audit record contains information sufficient to reproduce the query, but the data returned by the query at a later time may produce different results due to LEA retention policies. LPR detection data belonging to Vigilant is held indefinitely and will always be returned by the query.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Batch query for alert lists requires the user to enter License Plate, State of Registration, Alert Type, and Upload Reason Code on Audit. ICE would have the ability to add requirements if they choose. Available with access to the LEARN platform, all Alert List activity shall be audited to capture user name, date and time, reason code, and user notes associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Requirement: The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon

request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

Response: Thomson Reuters will coordinate with Vigilant to provide requested audit reports. All reports can be exported in PDF format. Exact technical requirements and format for the audit report will be negotiated after contract award.

Requirement: The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

Response: Upon request, Vigilant shall retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to a user activity on the system for internal investigations and oversight.

Requirement: The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

Response: Neither Thomson Reuters nor Vigilant will use any audit trail data for any purpose other than those specified and authorized in the contract.

Requirement: The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

Response: With access to the LEARN platform, Vigilant can provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any time frame.

Requirement: The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

Response: With access to the LEARN platform, Vigilant will maintain audit logs for seven (7) years. Vigilant considers audit records as the property of the applicable law enforcement agency, in this instance, ICE. Vigilant does not access these records except under direction by the customer for purposes of customer support and does not share audit logs with any outside entities including law enforcement. If the contract is terminated, Vigilant will export/transfer any alert list data in machine-readable format to any storage medium or location specified by ICE. This transfer will occur within thirty (30) days of contract end.

Requirement: The vendor shall meet the following Key Performance Parameters (KPPs)/QCP

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Mean time between failure	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR	Results of a single LPR query	</= 5 seconds after

Response: Vigilant Solutions, Inc. has created a service that allows Law Enforcement Agencies the ability to utilize online License Plate Recognition (LPR) services and Data analytics for the purposes of research and investigations. This service requires strict up-time requirements, and this Quality Control Plan is intended to define how they will be calculated. Vigilant Solutions has a reliable track record of uptime; however, we cannot guarantee > 99% uptime. With the exception of scheduled outages, LEARN Hosted LPR Services will be accessible 24/7/365. We agree that downtime shall not eclipse (4) hours in any given month, with the exception of major upgrades or system migrations. We agree that the mean time between failures (MTBF) will not exceed a mean of 4,000 hours between failures. Vigilant's average LPR Query Response Time for a Single exact Plate is reliably fast; however, we cannot guarantee </= 5 seconds for each single search. For instance, quick response times for queries are contingent upon satisfactory internet connectivity, for which Vigilant does not have control in the ICE environment.

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- Certified Information System Security Professional (CISSP)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Internetwork Expert (CCIE)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Associate (CCDA)
- CompTIA A+, CompTIA i-Net+, CompTIA Security+
- Sun Certified System Administrator (SCSA)
- Microsoft Certified Systems Administrator (MCSA)
- Alteon Certified Administrator
- Solaris 8 System Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Red Hat Certified Engineer (RHCE)
- Microsoft Certified Professional (MCP)

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant's commitment to providing a top-tier hosting facility providing quality control. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality

Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

Uptime for LEARN Services:

In order to validate and track the uptime for LEARN Services, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the LEARN Average Uptime each month and after any outage (percentage). The calculation and recording of data will be defined on a revolving (12) month cycle. The data will be stored on an internal online document and made available upon request.

LEARN scheduled downtime:

In order to validate and track the LEARN scheduled downtime, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the total LEARN scheduled downtime each month (hours). The calculation and recording of data will be defined on a revolving month cycle. The data will be stored on an internal online document and made available upon request.

Mean time between failure (MTBF):

In order to validate and track the Mean time between failure (MTBF), Vigilant will record and calculate the Date-Time since last failure of LEARN services. The calculation will be based on operation time (hours) between when services became in a non-failed state to when services became in a subsequent failed state or current Date-Time. Vigilant will then calculate the mean time (hours) and base it on a revolving 12-month cycle. The data will be stored on an internal online document and made available upon request.

LPR Query Response Time (Single Plate):

In order to validate and track the LPR Query Response Time (Single Plate), Vigilant will record and calculate the 'Response Time' for each single plate query using our Plate-Search logging utility. The calculation will be based on when the LEARN Web Server(s) receives the plate request and delta in (seconds) between when LEARN Web Server begins to post LPR data. We must calculate the average time (seconds) on a revolving 12-month cycle with a calculation generated daily. The calculation will be based upon the entire LEARN spectrum for 'Plate-Search' functionality only and not user-specific queries. The data will be stored on an internal online document and made available upon request.

Thomson Reuters CLEAR:

While CLEAR's performance and reliability are typically consistent with the Key Performance Measures, West does not guarantee service levels.

Penalty/Withholding

Neither Thomson Reuters nor Vigilant agree to penalty or withholding of payment regarding performance measures.

C.5 is not identified/included in the Statement of Work

C.5 is not an identified/included item in the Statement of Work.

C.6 Promotion of the Contract

Requirement: The vendor may promote this contract to current ICE employees during the life of the contract. The offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

Any promotion of the contract to ICE employees or discussion about its capabilities will be within the parameters described in the RFQ and conducted within the normal course of business for Thomson Reuters.

C.7 News Releases

Requirement: News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

Thomson Reuters does not anticipate news releases, but would comply with the requirements for ICE approval.

C.8 License Type

Requirement: The vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The vendor shall not provide a named user license.

The CLEAR license granted for access to LPR is valid for up to the authorized number of ICE users. ICE may add or remove users within the applicable user limit for the offer. See the Additional Users provision in the terms below for information about adding users beyond the applicable offer limit.

Section II – Past Performance

Thomson Reuters considers our customer contracts proprietary, but we offer details of the current contract with DHS ICE as evidence of our past performance:

Reference	Required Information
Agency Name	Department of Homeland Security – Immigration & Customs Enforcement – Enforcement & Removal Operations and Homeland Security Investigations
Name/title of contact person	Contracting Officer: Tracy Riley Management/Program Analyst: Anthony (b)(6);(b)(7)(C)
Customer Contact Phone	(202) 732- (b)(6);(b)(7)(C)
Customer Contact Email Address	(b)(6);(b)(7)(C)
Contract Number	HSCEMD-16-F-00003/ HSCEMD-17-F-0008
Contract Start Date	10/1/2015
Contract End Date	9/30/2020
Total Contract Value (including all options)	(b)(4)
Brief Description of Contract Requirements	CLEAR with Web Analytics, with person and phone batch searching capabilities, Real Time Incarceration and Arrest Records, and World-Check (HSI only)
Client Manager (or person reaching out to customer)	(b)(6);(b)(7)(C) 443-622-(b)(6);((b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 15 Dec 2017 18:48:38 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: License Plate Readers Solicitation
Attachments: 02.06_Final Approved Solicitation_70CDCR18R00000001 edits.pdf

Please see the attached version of the RFQ that has removed the LES language. We are still waiting on one paragraph in the SOW to be revised.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.

From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 1:29 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: License Plate Readers Solicitation

(b)(6);(b)(7)(

From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 1:12 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: License Plate Readers Solicitation

Awesome. Can we get a copy of the updated .pdf for our notification this afternoon?

Thanks,
(b)(6);(

From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 11:45 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: License Plate Readers Solicitation

Yikes. Good catch, (b)(6);(Thanks. I'll let BJ know.

(b)(6);(b)(7)(C)
Privacy Officer
Information Governance & Privacy Office
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 11:18 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: License Plate Readers Solicitation

Hi (b)(6);(b)(7

Quick question – the solicitation is till marked LES. Is that intentional?

V/R,
(b)(6);(

From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 11:14 AM
To: (b)(6);(b)(7)(C)
Subject: FW: License Plate Readers Solicitation

Final approved solicitation, as just sent by OAQ. They accepted the edits I provided yesterday evening.

(b)(6);(b)(7)(C)
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Mobile: (202) 48
Main: (202) 732-

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 11:09 AM
(b)(6);(b)(7)(C)
Subject: RE: License Plate Readers Solicitation

Good Morning,

Attached please find the RFQ with pricing attachment.

Please let us know if you need any additional information.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 10:31 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: License Plate Readers Solicitation
Importance: High

(b)(6);(b)(7)(C)

Can you provide the below documents to the folks in the email below?

Thanks

(b)(6);(b)(7)(C)
Chief of Staff
Office of Acquisition Management (OAQ)
U.S. Immigration and Customs Enforcement
Desk Phone: 202-732-(b)(6);(
Cell Phone: 202-906-(b)(7)(C
Email: (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 9:36 AM
(b)(6);(b)(7)(C)
Subject: License Plate Readers Solicitation

Hi (b)(6);(b

On the heels of CoS (b)(6);(b meeting regarding the subject, OCR has the approved talking points and is preparing Hill notifications. We also need the cleared solicitation to finalize and send our congressional notifications. Can you provide it? I'm available to discuss as well, and if needed. Thanks (b)(6);(b

(b)(6);(b)(7)(C)
Chief of Staff
Office of Congressional Relations
202-732-(b)(6);(
(b)(6);(b)(7)(C)

REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET ASIDE

PAGE 1 OF PAGES 51

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING
70CDCR18Q00000005	12/14/2017			

5a. ISSUED BY
ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

6. DELIVERY BY (*Date*)
Multiple

7. DELIVERY
☒ FOB DESTINATION ☐ OTHER (*See Schedule*)

9. DESTINATION
a. NAME OF CONSIGNEE

b. STREET ADDRESS

c. CITY

d. STATE e. ZIP CODE

5b. FOR INFORMATION CALL: (*No collect calls*)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
(b)(6);(b)(7)(C)	202	732-(b)(6);

8. TO:

a. NAME b. COMPANY

c. STREET ADDRESS

d. CITY e. STATE f. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (*Date*)
12/15/2017 1700 ES

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (*Include applicable Federal, State and local taxes*)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Request for Quote for Access to License Plate Reader (LPR) database Sensitive Award: LAW ENFORCEMENT Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/21/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 12/21/2017 to 01/31/2018	1.4	MO		
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) Continued ...	12	MO		

12. DISCOUNT FOR PROMPT PAYMENT ▶	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER
a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY e. STATE f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER
a. NAME (*Type or print*)

b. TELEPHONE AREA CODE NUMBER

c. TITLE (*Type or print*)

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This is a Firm-Fixed Price (FFP) CLIN. (Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2018 to 01/31/2019				
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. (Option Line Item) 05/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2019 to 01/31/2020	12	MO		
0004	Option Period 3 - 02/01/2020 - 09/30/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. (Option Line Item) 08/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2020 to 09/30/2020	8	MO		

Request for Quote for Access to License Plate Database

Contracting Office Address:
Immigration and Customs Enforcement
Office of Acquisition Management
801 I. St NW,
Washington, DC 20536

Description: NAICS Code: 519190 – All Other Information Services.

This is a combined synopsis/request for quote for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6 and under the authority of FAR 13, as supplemented with additional information included in this notice. The North American Industry Classification System (NAICS) Code for this procurement is 519190 and is being conducted as sole source procurement.

The Immigration and Custom's Enforcement's (ICE) Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) is requesting that vendors submit a quote for a firm fixed price contract for access to a license plate reader database as set forth in the attached Statement of Work (SOW).

Period of Performance:

The anticipated period of performance will include a base period of forty-one (41) days, two (2) twelve-month options periods, and one (1) eight-month option period.

Instructions to Offerors/Response Requirement:

Interested contractors must submit information necessary to demonstrate their capabilities to support the ICE requirements including performance requirements, functional requirement, alert list capabilities, mobile device capabilities, audit and reporting capabilities, as specified in the attached Statement of Work. Offerors shall return the complete quotation package, in electronic format. Electronic copies can be sent to (b)(6);(b)(7)(C) at (b)(6);(b)(7)(C) Facsimile and hard copy quotes are not permitted and will be disregarded if received.

All electronic files should be labeled with the Offeror's name, quotation number, submission date and the words "Source Selection Sensitive" and "Law Enforcement Sensitive". Proprietary information shall be clearly marked.

a. **Format.** The submission shall be clearly indexed and logically assembled. Each section shall be appropriately numbered and clearly identified with the date and quotation number in the header and/or footer and shall begin at the top of each page. NOTE: Please submit a signed and dated cover letter with your quote addressed to (b)(6);(b)(7)(C) with your company's contact information. A Table of Contents should be included. Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies to all sections. Times New Roman fonts is suggested.

b. **File Packaging**. Written quotes shall be submitted in one volume with three (3) sections, as outlined below. Use tab indexing sufficient to identify all sections within a particular quote section. The Offeror is required to provide the quote via email to

(b)(6);(b)(7)(C) The Offeror should submit Attachment 4 in Microsoft Excel, with viewable calculations.

The following shall be included in the Narrative discussion:

SECTION I –TECHNICAL APPROACH: The offeror must submit information to demonstrate that the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the Request for Quote and whether the Offeror's methods and approach to meeting the SOW requirements provide the Government with a high level of confidence of successful completion. **No pricing information is to be provided in the Technical Quote.**

Technical Database Information Submittal. The vendor shall provide a description of its electronic information retrieval services that addresses:

- Compliance with the SOW
- Number of current records
- Ability to collect new records
- Identification of states or metropolitan areas where significant records are provided
- Ability to add and/or delete subscribers
- Return time on query

Quality Control Plan. The Offeror's Quality Control Plan (QCP) should describe the methods it will use to review its performance to ensure it conforms to the performance requirements. The Offeror's QCP should include methods that ensure and demonstrate its compliance with the performance requirements and the QASP discussed in Attachment 2.

SECTION II- PAST PERFORMANCE: The contractor shall provide a list of contracts or orders for the purpose of past performance evaluation. The contractor may also provide other forms of documentation which provide information on the company's past performance. Valid past performance is evidence of similar work accomplished within the past three years.

SECTION III– PRICE. The offeror shall complete Attachment 4, with pricing for the base and each option period for each Contract Line Item (CLIN).

A Firm Fixed Price Quote and a written technical quote must be submitted by December 15, 2017 by 5:00 PM EST (1700) via email to (b)(6);(b)(7)(C) **and** (b)(6);(b)(7)(C)

Quotes must include the company's name, point of contact, address, area code and telephone number and (**mandatory)** DUNS number. All quotes received without valid DUNS number (those not registered in the System for Award Management (SAM) www.sam.gov), will be considered ineligible.

Issue of the contract will be made to the contractor that offers the best value to the Government, considering price, past performance, and technical in accordance with FAR 13.106. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer confirming to the solicitation will be most advantageous to the Government, price, and other factors considered. The criteria for evaluation are as follows:

1. Technical Capability
2. Past Performance
3. Price.

The above listed evaluation factors are listed in descending order of importance.. Technical and past performance, when combined, is significantly more important than price.

Instructions: FAR 52.212-1 "Instructions to Offerors - Commercial" applies to this acquisition. Offerors are to include a copy of FAR provision 52.212-3 "Offeror Representations and Certifications - Commercial Items" with their response. The following FAR clauses also apply: 52.212-4 "Contract Terms and Conditions - Commercial Items" and 52.212-5 "Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items", with the clauses cited further in this synopsis as being applicable. The aforementioned provisions and clauses can be accessed electronically at http://acquisition.gov/comp/far/index.html. Prospective sources are reminded that award can only be made to a contractor who is registered in the System for Award Management (SAM) (www.sam.gov) database with an active Dun & Bradstreet Number.

Attachments:
Attachment 1: Statement of Work (SOW)
Attachment 2: Quality Assurance Surveillance Plan
Attachment 3: Terms and Conditions
Attachment 4: Price

Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database to support its criminal and immigration law enforcement missions. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE immigration enforcement personnel will query the LPR database using known license plate numbers associated with subjects of their immigration enforcement activities, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries will assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**
    - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office

of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and source of the record.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The Alert List function will include an automated capability that flags license plates for de-confliction.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

    - Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

    - Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
  - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
  - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
  - Date and time of query; and
  - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**

Metric	Unit of Measure	Minimum
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.7. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.8. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

Attachment 2: Quality Assurance Surveillance Plan (QASP)
License Plate Reader (LPR) Data Service

NOTE: The Government reserves the right to revise or change the QASP as determined by the Government to ensure quality service and deliverables over the course of the contract.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The Contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

c. Other Key Government Personnel - Immigration and Customs Enforcement (ICE) National Fugitive Operations Program Headquarters Staff or Federal employees as designated by the COR and/or CO.

All Point of Contact's information will be released upon award.

3. PERFORMANCE STANDARDS

Performance standards define desired services. The Contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance

standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply to each month of performance. Should a month of performance fall below acceptable standards, the withholding will apply to the monthly invoice.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of LPR Query	Result of LPR query after entered in end-user-computing device	</= 5 seconds after submission

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Withholding Criteria to Monthly Payment
LPR Data Service and Technical Support	4.11.1 4.11.2 4.11.4 4.11.5	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	- 20% withholding for the first hour (or any part thereof) in excess of the 4 hour limitation. - 0.5% withholding for each hour thereafter until the data service is operable. The withholding shall be determined by prorating the number of days deficient within the particular billing month.

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Withholding Criteria to Monthly Payment
Overall Support Service	4.4 4.10	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the Transition In period.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	- 98% / 93% / 88% compliance will result in 2% / 5% / 10% withholding from the invoice(s) of the facilities involved. The withholding shall be determined by prorating the number of days deficient within the particular billing month.
Results of LPR Query	4.5.3 4.6.2	Length of time for Results of LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	- 93% / 88% / 83% compliance will result in 2% / 5% /10% withholding on the total volume of reports for the facility. The withholding shall be determined by prorating the number of days deficient within the particular billing month.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is attached to this QASP.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

_____

Signature – Contracting Officer's Representative

_____

Signature – Contracting Officer

ATTACHMENT 3:
TERMS AND CONDITIONS

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision.

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means.

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in.

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

52.212-1INSTRUCTIONS TO OFFERORS. COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show.

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to.

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by.

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2EVALUATION. COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Technical Approach
II. Past Performance
III. Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS. COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology".

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern".

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American.Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for

award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other _____.

(5) Common parent.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that.

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

FAR 52.212-4CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

☒ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

☐ [Reserved]

☒ 52.204-14 Service Contract Reporting Requirements (OCT 2016)

☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

☐ [Reserved]

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)

☐ Alternate I (JAN 2011)

☐ [Reserved]

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ Alternate II (NOV 2011)

☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

☐ Alternate I (OCT 1995)

☐ Alternate II (MAR 2004)

☒ 52.219-8 Utilization of Small Business Concerns (NOV 2016)

☒ 52.219-9 Small Business Subcontracting Plan (JAN 2017)

☐ Alternate I (NOV 2016)

☐ Alternate II (NOV 2016)

☒ Alternate III (NOV 2016)

☐ Alternate IV (NOV 2016)

☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

☒ 52.219-14 Limitations on Subcontracting (JAN 2017)

☒ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)

☐ 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☐ 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☒ 52.222-3 Convict Labor (JUN 2003)

☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)

☒ 52.222-21 Prohibition of Segregated Facilities (APR 2015)

☒ 52.222-26 Equal Opportunity (SEPT 2016)

☒ 52.222-35 Equal Opportunity for Veterans (OCT 2015)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

☒ 52.222-37 Employment Reports on Veterans (FEB 2016)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

☐ 52.222-50 Combating Trafficking in Persons (MAR 2015)

☐ Alternate I (MAR 2015)

☒ 52.222-54 Employment Eligibility Verification (OCT 2015)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

☐ Alternate I (MAY 2008)

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)

☐ 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)

☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)

☐ Alternate I (OCT 2015)

☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)

☐ Alternate I (JUNE 2014)

☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)

☐ Alternate I (JUNE 2014)

☒ 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ 52.223-20 Aerosols (JUN 2016)

☐ 52.223-21 Foams (JUN 2016)

☒ 52.224-3 Privacy Training (JAN 2017)

☒ Alternate 1 (JAN 2017)

☐ 52.225-1 Buy American – Supplies (MAY 2014)

☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)

☐ Alternate I (MAY 2014)

☐ Alternate II (MAY 2014)

☐ Alternate III (MAY 2014)

☒ 52.225-5 Trade Agreements (OCT 2016)

☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)

☐ 52.232-30 Installment Payments for Commercial Items (JAN 2017)

☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

☐ 52.232-36 Payment by Third Party (MAY 2014)

☒ 52.239-1 Privacy or Security Safeguards (AUG 1996)

☐ 52.242-5 Payments to Small Business Subcontractors (JAN 2017)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

☒ 52.222-41 Service Contract Labor Standards (MAY 2014)

☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)

☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

☒ 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)

☐ 52.237-11 Accepting and Dispensing of $1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

_X_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause—

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_X_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

_X_ 3052.204-71 Contractor Employee Access.

____Alternate I

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ 3052.219-70 Small Business Subcontracting Plan Reporting.

_X_ 3052.219-71 DHS Mentor Protégé Program.

I. FAR Clauses
52.224-1: Privacy Act Notification (APR 1984)
52.224-2: Privacy Act (APR 1984)

II. HSAR Clause
3052.204-71 Contractor employee access (SEP 2012), and Alternate I
Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d)
Information Technology Security and Privacy Training (MAR 2015)

III. IGP Privacy and Records Provisions

PRIV 1.2: Reporting Suspected Loss of Sensitive PII
PRIV 1.3: Victim Remediation Provision
PRIV 1.4: Separation Checklist for Contractor Employees
PRIV 1.6: Prohibition on Performing Work Outside a Gov't Facility/Network/Equipment
PRIV 1.7: Privacy Act Information

REC 1.1: Required DHS Basic Records Management Training
REC 1.2: Deliverables are the Property of the U.S. Government
REC 1.3: Contractor Shall Not Create or Maintain Unauthorized √Records
REC 1.4: Agency Owns Rights to Electronic Information
REC 1.5: Comply with All Records Management Policies√
REC 1.6: No Disposition of Documents without Prior Written Consent√
REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors

PRIV 1.2: Reporting Suspected Loss of Sensitive PII:
Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision:
The Contractor is responsible for notification of victims and provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and Subcontractors, under this contract. The victim remediation services shall include at least 18-months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

PRIV 1.4: Separation Checklist for Contractor Employees:
Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment:
The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.

(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-004 General Information Technology Access Account Record Systems (GITAARS)
DHS/ICE-013 Alien Medical Records
DHS/ICE-011 Criminal Arrest Records and Immigration Enforcement Records (CARIER)

These SORNs may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, 10the Federal Digital System of the Government Publishing Office, available at http://www.gpo.gov/fdsys/.

(End of clause)

REC: 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any

deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.

(End of clause)

REC 1.5: Comply with All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information
In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment
The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this

document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors
The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees
Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. *Reserved – Deleted in accordance with clause prescription*

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated

metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) ***Reserved – Deleted in accordance with clause prescription***

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

From: (b)(6);(b)(7)(C)
Sent: 17 Aug 2017 16:48:44 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR Discussion

Hi (b)(

Not sure on availability but this has been a high ticket item that our front office wants to get to the field and has instructed us to purchase as soon as funds are available.

Thank you,

(b)(6);(b)(7)(C) | (A) Unit Chief
Transnational Law Enforcement Operations Unit
Fugitive Operations & Training Division
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6);(b)(7)(C) (desk)
(202) 905- (cell)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, August 17, 2017 4:11 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Discussion

Hi (b)(6);(b)
TRSS has addressed most of the requirements from the privacy office. There are a few outstanding issues left to be addressed to the satisfaction of the Privacy Office. TRSS is working on a response.

Has there been any discussion about the availability of funding next fiscal year? We are moving in the direction of being able to award this requirement. The issue will obviously be whether or not there is funding for it.

Please let me know when you have a chance.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: Lee, Frank Y
Sent: Thursday, August 17, 2017 4:07 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Discussion

Hi (b)(6);(

Have there been any updates since we last chatted?

Thank you,

(b)(6);(b)(7)(C) | (A) Unit Chief
Transnational Law Enforcement Operations Unit
Fugitive Operations & Training Division
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6);(b)(7)(C) (desk)
(202) 905- (cell)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, August 03, 2017 11:20 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Discussion

Good Morning,
I am traveling in Texas today but I can provide you with a brief update. I met with privacy about their concerns with the TRSS submittal. I plan to sync up with TRSS early next week to have them address the concerns. The current strategy of contracting with Vigilant through CLEAR/TRSS is still the plan moving forward.

Please let me know if you need anything else.

Thanks,

(b)(6);(b)(7)(C), CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)

Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Thursday, Aug 03, 2017, 9:26 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Discussion

Good morning (b)(6

I have been out of the office for the last week and a half and wanted to catch up with you on where we are currently and what are our next steps.

Thank you,

(b)(6);(b)(7)(C) (A) Unit Chief
Transnational Law Enforcement Operations Unit
Fugitive Operations & Training Division
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6);(b)(7)(C) (desk)
(202) 905- (cell)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, July 17, 2017 3:57 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Discussion

Sounds good. Thanks.

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6)
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, July 17, 2017 3:56 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Discussion

We are still in the room with Privacy so we will need a few mins too

From: (b)(6);(b)(7)(C)
Date: Monday, Jul 17, 2017, 15:55
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Discussion

Sure. Can you give me 5 mins? Talking to POCs at USMS and FBI.

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6)
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, July 17, 2017 3:55 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Discussion

Will do, call you with (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Date: Monday, Jul 17, 2017, 15:47
To: (b)(6);(b)(7)(C)
Subject: LPR Discussion

(b)(6);(b)

Can you give me a call when this meeting is finished?

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 14 Dec 2017 10:40:31 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: LPR info

Thanks much!

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 10:40 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR info

Looks good to me.

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 10:38 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR info

Thanks, how's this?

In 2014, ICE issued a similar solicitation that was cancelled over privacy concerns about the use of the technology. That same year, ICE issued a second, privacy-approved solicitation that was cancelled due to failed price negotiations. In 2015, ICE completed a formal privacy impact assessment, which was used to create a framework for use of the technology, and which will be updated prior to the use of any commercial license plate reader database, to reflect how the contract meets the established privacy requirements.

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 10:32 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR info

Hi (b)(6);(

The statement is correct. The initial cancellation was due to privacy concerns. However, we did issue a second solicitation in 2014, that had privacy approval. Is it worth clarifying that ICE cancelled/ didn't make award of that solicitation due to a disagreement about the appropriate cost of the service?

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(b
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 10:27 AM
To: (b)(6);(b)(7)(C)
Subject: FW: LPR info

Taking some of what Privacy drafted but trying to make it more plain language for OPA use. Please let me know if this is accurate. Thank you. Dani

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

(b)(6);(b)(7)(C)
Public Affairs Officer/Spokesperson
U.S. Immigration and Customs Enforcement (ICE)
202-732-(b)(6);(b)(7 (desk)
813-230- (cell)
www.ice.gov

From: Holz, Jordan
Sent: 2 Oct 2017 15:24:43 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR records needs

Thanks, (b)(6);(Sorry if I missed your prior email.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6
Main: (202) 732-(b)(6)

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Monday, October 02, 2017 3:10 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR records needs

Good afternoon (b)(6);(b)(7

I replied to this in a separate email. This is highly dependent on the officer and their location. An officer in Los Angeles may enter a few a day versus an officer in Montana that may enter a few a month. As such, we did not want to set a minimum or maximum number of license plates uploaded. Also, we did ask for a batch upload of a max of 2,500 license plate records for specifically designated users.

Thank you,

(b)(6);(b)(7)(C) | (A) Unit Chief
Transnational Law Enforcement Operations Unit
Fugitive Operations & Training Division
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6);(b)(7)(C) (desk)
(202) 905- (cell)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, October 02, 2017 1:51 PM
To: (b)(6);(b)(7)(C)

Cc: (b)(6);(b)(7)(C)
Subject: LPR records needs

Hi (b)(6);(b)(7)(C)

Could you give us an estimate on how many license plates any single user might actually have a need for on the alert list at any given time? We want to specify in the PIA (and the SOW) the number of license plate numbers that can be on the alert list, and we want to make sure it meets (but does not overly exceed) the operational need.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: Smith, Amber
Sent: 14 Dec 2017 18:23:19 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR SOW
Attachments: 01.05_SOW_License Plate Readers (IGP 12 14 2017).docx
Importance: High

(b)(6);(b)(7)(C) – After the meeting with (b)(6);(b)(7)(today, I did another read-through of the SOW. I have a few requested changes and one question. I want to specifically draw your attention to my comment/question on page 4 re: the iOS application. This definitely needs to be reconciled before anything goes public, as it seems to speak to functionality that is not permitted. I will be available on my cell phone this evening if you'd like to discuss – (202) 487-(b)(6 . I'll also be available tomorrow morning, again by cell phone, as I will be on leave. Please don't hesitate to call. Thanks.

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)(6)

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 1:34 PM
To: (b)(6);(b)(7)(C)
Cc: Smith, Amber
Subject: RE: LPR SOW

(b)(6);(b)

Thanks. Please see attached revised SOW.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);
Mobile: (202) 878-(b)(7)(
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 12:16 PM
To: (b)(6);(b)(7)(C)
Cc: Smith, Amber
Subject: RE: LPR SOW

Hi (b)(6);(b)(7)(C)

(1) For the priorities references, I was looking at an outdated version. But we do have a couple suggested changes attached.

(2) We want to add to the SOW that the search results will contain "the date and time the license plate was captured."

Please call me with any questions.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 11:31 AM
To: (b)(6);(b)(7)(C)
Cc: Smith, Amber
Subject: RE: LPR SOW

(b)(6);(b)(

Please let me know about the change in language regarding immigration enforcement priorities. I can change that in the SOW.

For the date and time, from what I remember, this was an add in from OPLA and not yet approved by Privacy. If the date and time needs to be added, can you send me the exact language from the PIA. Want to make sure I add it in correctly.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(
Mobile: (202) 878-
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 10:06 AM
To: (b)(6);(b)(7)(C)
Cc: Smith, Amber
Subject: RE: LPR SOW

Two questions:

(1) I still see some language in on Page 1 about immigration enforcement priorities that need to be cut because PEP no longer exists.

(2) Will we also amend the SOW to make the "date and time" a requirement in the search results?

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 9:05 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR SOW

Hi (b)(6);(b)

Per our conversation yesterday, please see attached revised SOW. The following changes were made to match the PIA:

1. Added "Source of record" for LPR Search results.
2. Removed "If cost feasible," regarding two-week expiration results.

Regarding encryption, this was brought up in TRSS's proposal regarding an "immutable audit log." They stated it was immutable because it is encrypted (both CLEAR and LEARN are encrypted." I see no need to change the SOW language as of now but we might want to change the PIA language to "immutable".

Let me know if you have any questions.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer

DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(C)
Mobile: (202) 878-
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, December 13, 2017 10:48 AM
To: (b)(6);(b)(7)(C)
Subject: LPR SOW

Hi (b)(6);(b)(7)(C)

I got your voicemail from yesterday when I was out of the office. Is there something we still need to discuss?

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

Page 1108

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 1109

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 1110

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 1111

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 1112

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 1113

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

From: (b)(6);(b)(7)(C)
Sent: 16 Dec 2017 12:05:04 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR Splash Screen Language
Attachments: Splash Screen Language (IGP JAH 12 14 2017).docx

(b)(6);(b)(7)

Please see the attached comment.

Thanks,

(b)(6);(b)(7)(C)
Unit Chief / Supervisory Special Agent

Homeland Security Investigations
Technical Operations Unit
703-551-(b)(6);(b)(7)(C) (Office)
716-510-(b)(6);(b)(7)(C) (Cell)
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 3:05 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: LPR Splash Screen Language

Good afternoon (b)(6);(b)(7)(C)

Attached is a draft of the splash screen language (Rules of Behavior) that will appear when ICE users log on to the LPR database. Please review and provide any edits via track changes.

Deadline: COB Monday December 18

Please call me with any questions.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

Page 1115

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Acknowledgment: I acknowledge receipt of, understand my responsibilities, and will comply with the rules of behavior for Vigilant's LEARN LPR data service.

Name/Signature/Date

From: Smith, Amber
Sent: 15 Mar 2018 18:02:43 -0400
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Tasker

We haven't been tasked with it yet, though I asked to be. Thanks for letting me know it's in the works. I'll reach out to Exec Sec.

Amber Smith
Acting Assistant Director
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)(6)

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, March 15, 2018 5:38 PM
To: Smith, Amber; (b)(6);(b)(7)(C)
Subject: LPR Tasker

Good Evening,
Did you all get the LPR tasker from the House Oversight Committee? They want the PIA and the policies governing LPR and retention of that information. If not, I assume it will be heading your way next.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Fri, 2 Feb 2018 14:25:04 +0000
To: (b)(6);(b)(7)(C)
Subject: RE: LPR - Tuesday launch?
Attachments: smime.p7s

Ok, thanks.

I was able to connect with (b)(6);(b)(7)(C) yes. We're all set there.

Someone at ERO erroneously said access was available and my phone's been blowing up ☺

Have a great weekend. I'll have my phone and laptop with me if you need me, but will be checking in fireside from the lodge.

(b)(6);

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, February 02, 2018 9:23 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR - Tuesday launch?

I am waiting on confirmation from the ICE CISO. I believe that will occur on Monday. Regardless, the first day it could go out would be Tuesday.

Were you able to connect with (b)(6);(b)(7)(C)

Thank you for taking care of that so quickly.

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the

From: (b)(6);(b)(7)(C)
Date: Friday, Feb 02, 2018, 9:09 AM
To: (b)(6);(b)(7)(C)
Subject: LPR - Tuesday launch?

Good morning-
I'm emailing for confirmation that we can communicate to admins to expect passwords and instructions from me on Tuesday.

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
www.trssllc.com



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From: Weinberg, Bill
Sent: 22 Dec 2017 16:39:34 -0500
To: (b)(6);(b)(7)(C)
Cc: Bailey, Jason
Subject: RE: LPR Award

Thanks - enjoy the holiday!

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 22, 2017, 4:37 PM
To: Weinberg, Bill (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR Award

All,
We executed the award for LPR this afternoon with approval from the PRIVACY office. The information below still stands. We won't use the service until the PIA is approved. We are planning a demo for ICE HQ on 1/4.

Please let me know if you need any additional information.

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: Weinberg, Bill <Bill.Weinberg@ice.dhs.gov>
Date: Thursday, Dec 21, 2017, 11:29 PM
(b)(6);(b)(7)(C)
Subject: RE: LPR Award

This was all done IAW the (b)(6);(b)(7)(C) emails on approval of this action? We should be good.....

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 21, 2017, 10:35 PM
To: (b)(6);(b)(7)(C) Weinberg, Bill <(b)(6);(b)(7)(C)
Cc:
Subject: LPR Award

We believe we are very close to being able to award LPR tomorrow. ICE would not have query access until the PIA is approved which we expect to occur sometime near the 1/1/18. The Privacy office does not have an issue with us making award prior to the approval of the PIA. The vendor will need to take care of some administrative items before we can use the search functionality (splash screens, log ins, training, etc). We have received congressional approval and have agreement on the majority of privacy provisions. Does M&A need to approve the actual awarding of the contract other than the approval we have already received from them? Our expectation is that the j&a will not be posted on FBO for another 10 days. That will be routed up for review sometime next week.

Please let me know when you have a chance.

Happy Holidays!!!

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 27 Mar 2018 07:09:38 -0400
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Good morning,

Thank you sir, we will not include it in the responsive records.

Thanks,

(b)(6);(b)(7)(

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 5:34 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Hi (b)(6);(b)(
The offering is marked as source selection sensitive so I do not believe that it should be shared. The solution is proprietary to TRSS and Vigilant.

(b)(6);(b)(7)(C), ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 12:37 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Attached are both of the original requests.

Thanks,

(b)(6);(b)(7)

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 12:31 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR briefing for HOGR staff

Hi (b)(6);(b)(
I do not understand your question.
Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 12:17 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR briefing for HOGR staff

(b)(6);(b)(7)(C)

Both tasking responses, 2018-ICFO-19365 and 2018-ICFO-19350 included the 52 page contract, but did not include the 20 page technical response from Thomson Reuters, that was included in this email. Does the 20 pages need to be responsive for both requests?

Thanks,

(b)(6);(b)(

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 12:13 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Never mind the extra 20 pages we didn't get.

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 12:12 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Sure thing… stand-by.

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 12:11 PM

To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

(b)(6) can you go back and ask who you got this from what FOIA did they supposedly provide it to and ask for a number?

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 11:51 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Yes ma'am, both FOIA requests contain the 52 page contract for processing, but neither of OAQ tasking's included the 20 page technical response from Thomson Reuters, that was included in this email.

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 11:43 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Thank you (b)(6);(b) for checking. Was the document that he reference to (b)(6); going to be used in one of the ones you listed below that we haven't answered yet?

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 11:42 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR briefing for HOGR staff

(b)(6);(b)(7)(C)

I have searched the system and was unable to locate any previous FOIA requests related to the LPR.

V/R

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 11:21 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

(b)(6);(b)(

Thank you for checking. I really appreciate it.

(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 11:19 AM

To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff
Importance: High

Never mind (b)(y these are this year and they have not been processed yet, so nothing has gone out for them.

I have asked for (b)(6);(b)(7)(C) to look at previous year 2017 and back to see if we provided anything and he will let you know.

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 11:16 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Can you provide links to them for Judy to be able to view. Thanks (b)(6);(b

---

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 11:14 AM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

(b)(6);(b)(

There are two FOIA requests that contain the same responsive OAQ documents, case 2018-ICFO-19365 and 2018-ICFO-19350.

V/R

(b)(6);(b)

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 10:25 AM
To: (b)(6);(b)(7)(C)
Subject: FW: LPR briefing for HOGR staff

(b)(6);(b) please track down what FOIA this was. Thanks (b)(6);(b)

From: (b)(6);(b)(7)(C)
Sent: Monday, March 26, 2018 10:23 AM
To: (b)(6);(b)(7)(C)
Subject: FW: LPR briefing for HOGR staff

Good morning, (b)(6);(b)(

Can you confirm whether or not the attached was provided in response to a FOIA. If so, can you send me the redacted version of the contract that was provided.

Thanks,

(b)(6);(

From: (b)(6);(b)(7)(C)
Sent: Friday, March 23, 2018 3:58 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Please see attached.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, March 23, 2018 3:56 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Can you send me the redacted version.

From: (b)(6);(b)(7)(C)
Sent: Friday, March 23, 2018 3:53 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

(b)(6);(
I do not believe we have. I have used a redacted version of the document I sent to you as a response to a FOIA request.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, March 23, 2018 3:52 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

(b)(6

Do you happen to know if we've provided a copy of this contract to anyone outside of the agency. If not, I will need to get it cleared before providing it to the Committee.

Thanks,

(b)(6)

From: (b)(6);(b)(7)(C)
Sent: Friday, March 23, 2018 3:43 PM
To: (b)(6);(b)(7)(C) Smith, Amber
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Hi (b)(6);(
That works for me. Attached please find a copy of the contract.

Please let me know if you need anything additional from me.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, March 23, 2018 3:37 PM
To: Smith, Amber; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Hi, (b)(6);(b)(7)(C)

The Committee can meet with us on Tuesday, March 27th at 10 a.m. However, they want our response before the meeting. If we cannot provide the response they at least want the contract and the privacy impact assessment. Is that something we can provide today?

(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Thursday, March 22, 2018 6:41 PM
To: (b)(6);(b)(7)(C) Weinberg, Bill
Cc:
Subject: RE: LPR briefing for HOGR staff

Thanks, (b)(6);. I have immovale meetings in the afternoon, but I'm free until 1:30. Sorry scheduling is so tough.

Amber Smith
Acting Assistant Director
Information Governance & Privacy Office
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(
Mobile: (202) 487-(b)(6);(
Main: (202) 732-(b)(6);(b

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Thursday, Mar 22, 2018, 6:38 PM
To: Smith, Amber (b)(6);(b)(7)(C)
Weinberg, Bill (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Hi, Amber-

I can check with HOGR staff to see if they are available on Tuesday, March 27th.

(b) does March 27th work for you?

(b)(6);

From: Smith, Amber
Sent: Thursday, March 22, 2018 6:31 PM
To: (b)(6);(b)(7)(C) ; Weinberg, Bill; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Hi J(b)(6) - I'm out of town on annual leave beginning March 28 and returning to the office on April 9. Unfortunately, I don't have anyone I could send in my place. Is there a possibility we can do it Tuesday of next week or when I get back?

Amber Smith
Acting Assistant Director
Information Governance & Privacy Office
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)(6);(

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Thursday, Mar 22, 2018, 6:24 PM
To: Weinberg, Bill <(b)(6);(b)(7)(C), Smith, Amber <(b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

Hi (b)(6);(b)(7)(C),
I am available on 3/28 and happy to assist.

Please let me know what you need.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-8(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: Weinberg, Bill
Sent: Thursday, March 22, 2018 6:20 PM
To: (b)(6);(b)(7)(C), Smith, Amber
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR briefing for HOGR staff

(b)(6);(b)(7)(C) would be much more knowledgeable about this subject than would I. Let's see if he is available.

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Thursday, Mar 22, 2018, 4:40 PM
To: Smith, Amber (b)(6);(b)(7)(C) Weinberg, Bill (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: LPR briefing for HOGR staff

Hi, Amber and (b)(6

The House Oversight and Government Reform Committee (HOGR) majority staff has reached out about the status of our response to the attached letter, as well as, scheduling a briefing for the Committee staff.

Are you availability to brief HOGR staff on Wednesday, March 28th at 2:00 p.m.

(b)(6);(b)(7)(C)
Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Congressional Relations

202-732-(b)(6); (direct)
202-732-(b)(7)((main)
202-732-4269 (fax)

From: (b)(6);(b)(7)(C)
Sent: 14 Dec 2017 10:47:01 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR Congressional Draft

Okay, thanks!

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 10:47 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR Congressional Draft

From what I know, we are still on hold. Hoping to get approval after the meeting at 11.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(
Mobile: (202) 878
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 10:41 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR Congressional Draft

Thanks. For clarification, are we cleared from ICE Management to release this yet to DHS and the Office of Legislative Affairs, or are we still on hold?

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 10:36 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR Congressional Draft

(b)(6);(b)(7

Wanted to send you an updated Congressional draft form to correct the period of performance. Please see attached.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(C)
Mobile: (202) 878-
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, December 13, 2017 6:32 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR Congressional Draft

Thanks! I just talked to (b)(about the ICE FO's request to hold. I will send a brief generic heads-up to OLA right now, and we'll be ready to move forward tomorrow when you need us to do so.

v/r,
(b)(6);(b)(7

From: (b)(6);(b)(7)(C)
Sent: Wednesday, December 13, 2017 6:01 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: LPR Congressional Draft

Good Evening,
Attached is the draft version of the LPR Congressional. Please be advised that we just received notice to hold by the ICE Front Office. If you have a POC at OLA it might be good to pre-brief them on this because the expectation is that it will eventually receive approval but that approval might not be until tomorrow.

Please let us know if you need anything.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 11 Jan 2018 12:55:41 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Demo

Hi (b)(6)

Can we use something like *immigration enforcement* as a catch-all? If we separate criminal vs administrative, we can paint ourselves into a corner statistically and we also have to contend with any FOIA requests.

Thank you,

(b)(6);(b)(7)(C) | (A) Unit Chief
Transnational Law Enforcement Operations Unit
Fugitive Operations & Training Division
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6);(b)(7) (desk)
(202) 905-(b)(6);(b)(7) (cell)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, January 11, 2018 12:37 PM
To: (b)(6);(b)(7)(C)
Subject: FW: LPR Demo

Good Afternoon,
Please see the email below from Amber. We will need to provide the reasons codes to TRSS for usage.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6)
Email: (b)(6);(b)(7)(C)

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From: Smith, Amber
Sent: Thursday, January 11, 2018 12:30 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LPR Demo

Hi (b) – Sorry I'm just getting back to this.

Answers to your questions:

1) We don't have a list, but criminal investigation, civil investigation are a good start and, I believe, consistent with examples we gave in the PIA. It would be good to get a proposed list from the programs for quick review. The idea, of course, is to make sure any auditors can clearly identify that the query is related to an authorized use. Im attaching the draft LPR guidance that is currently with the front office for final clearance (HSI, ERO, and OPLA already cleared). Although it extends beyond commercial database access, it should help with identifying potential reason codes based on authorized uses.
2) We always prefer secure FTP transfer over encrypted email, as there is always a chance of inadvertent misdirection with encrypted email. However, either option is sufficient under DHS policy.
3) For the demo, we would like to see at a minimum a walkthrough of initial access of the system through CLEAR, login to the Vigilant system, query initiation and response, adding plates to alert lists, and the full functionality of the mobile app.

Do you think we'll be able to see the demo next week? Nicole (copied) is working on the mobile app PTA and once we see the demo, we can finalize and get it sent to DHS Privacy so HSI and ERO can start using it.

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)(6)

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 3, 2018 4:47 PM
To: Smith, Amber; (b)(6);(b)(7)(C)
Subject: RE: LPR Demo

Thanks Amber. Any idea how long the carwash process will take?

Also, we had a meeting with ERO and HSI in response to TRSS questions related to the startup of the contract.

1) Is there a list of reason codes? Is it either Criminal or Civil?
2) The vendor shall provide a quarterly audit log. We were planning to have the audit log sent to the local Admins and the FOD/SAC. Is that acceptable? Does it matter if it's an encrypted email or secure FTP transfer?
3) What do you want to see for your demo of the system?

Please let me know your thoughts.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: Smith, Amber
Sent: Wednesday, January 03, 2018 3:06 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Demo

No, as soon as the splash screen language is up and the vendor is ready to go, they can start using the system. However, the mobile app can't be used until it has gone through the carwash process and we have done a PTA.

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)(6

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 3, 2018 2:59 PM
To: Smith, Amber; (b)(6);(b)(7)(C)
Subject: RE: LPR Demo

Absolutely. Would that impact whether or not the HSI and ERO folks could begin to use the system?

(b)(6);(b)(7)(C) ***CPPB, CFCM***

Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: Smith, Amber
Sent: Wednesday, January 03, 2018 2:58 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPR Demo

Hi (b) – Can we plan for the following week when (b)(6);(b) is back?

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)(6)

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 3, 2018 2:21 PM
To: Smith, Amber; (b)(6);(b)(7)(C)
Subject: LPR Demo

We are discussing moving the demo to next Thursday or Friday 1/11 or 1/12. Does that work for you?

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Fri, 22 Dec 2017 14:39:45 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters/West Clarification Responses re Exceptions Discussion
Attachments: smime.p7s

(b)(6);(b)(7)(C)

PRIV 1.4 is acceptable to West.

"The Government Agency owns the rights to the query data it inputs into the LEARN database (e.g. Audit Logs, Searches, Hotlist, etc.) Notwithstanding the above, no title to Vigilant's LEARN database or software will transfer to ICE in the performance of the contract."

We're still discussing PRIV 1.3 and will get back to you as soon as possible.

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 9:17 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters/West Clarification Responses re Exceptions Discussion

(b)(6);(

For PRIV 1.3, we are requesting:

(b)(5);(b)(7)(E)

For PRIV 1.4, we are requesting:

(b)(5);(b)(7)(E)

Please advise if you agree.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(C)
Mobile: (202) 878-
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 7:56 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters/West Clarification Responses re Exceptions Discussion

Thanks, (b)(6);(b)(7) Our original price quote is still valid. Do you need another copy of the price quote document with different start date?

Will review your attachment and await the technical clarification questions.

(b)(6);(b)

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 9:20 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters/West Clarification Responses re Exceptions Discussion

(b)(6);(b)
(7)(C)

Please see attached revised version of our discussions. I have included a summary with all relevant information. Please review for accuracy. There are two outstanding items : PRIV 1.3 and REC 1.4. There might be a slight change to the language requested with PRIV 1.3 but I will send over a redline version of PRIV 1.3 for your review once I hear back from Privacy.

For the technical proposal, I am awaiting on more feedback to consolidate to send to you. They seem like fairly quick clarifications.

For now – can you please confirm your original price quote?

Please call me if you should need anything. I'll be available all day.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(
Mobile: (202) 878-
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 8:03 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters/West Clarification Responses re Exceptions Discussion

Making progress for all parties it seems … yes, West's TIN is 41-1426973, and the vendor number below appears to be derived from our DUNS, so should be good.

Catch up with you tomorrow.

Thanks,
(b)(6);(

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 6:55 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters/West Clarification Responses re Exceptions Discussion

Thanks (b)(6);(
We are sending everything along to our Privacy office and other relevant parties for review. Thank you both so much for working with us (ie. (b)(6);(b)(all day to work through these issues.

In the meantime, we want to have everything ready to go paperwork wise for tomorrow. Should we use the same TIN number as HSCEMD-16-F-00003? The vendor number associated with that order was 1485082860000.

Please let us know when you have a chance.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief

DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 6:30 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: Thomson Reuters/West Clarification Responses re Exceptions Discussion
Importance: High

Following up on your earlier call, here are our responses to the two items discussed at that time:

We agree to 3052.204-71.

For PRIV 1.3, we propose replacing with the following language: "The Contractor is responsible for notification of victims and provision of victim remediation services in accordance with applicable law."

(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 5:34 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: Thomson Reuters/West Clarification Responses re Exceptions Discussion
Importance: High

Hi, (b)(6);(b)(7)

I'm sorry that we couldn't get this to you sooner today, but assure you that we've been diligently working on our end toward our response. I've attached your summary document from yesterday, amended with our updates. Of course, if you have any questions, please let us know.

Also, several items were open for OAQ review and discussion, so please advise if there's anything further for our action, pending OAQ decisions.

We'll stand by for word from you on the next steps in the process.

(b)(6);(b)(7)(C)
CF APMP
Senior Proposal and Compliance Coordinator
Office of General Counsel

Thomson Reuters
the answer company

Phone: +1(703) 219-(b)(6);
Mobile: +1(703) 909-(b)(7)

(b)(6);(b)(7)(C)

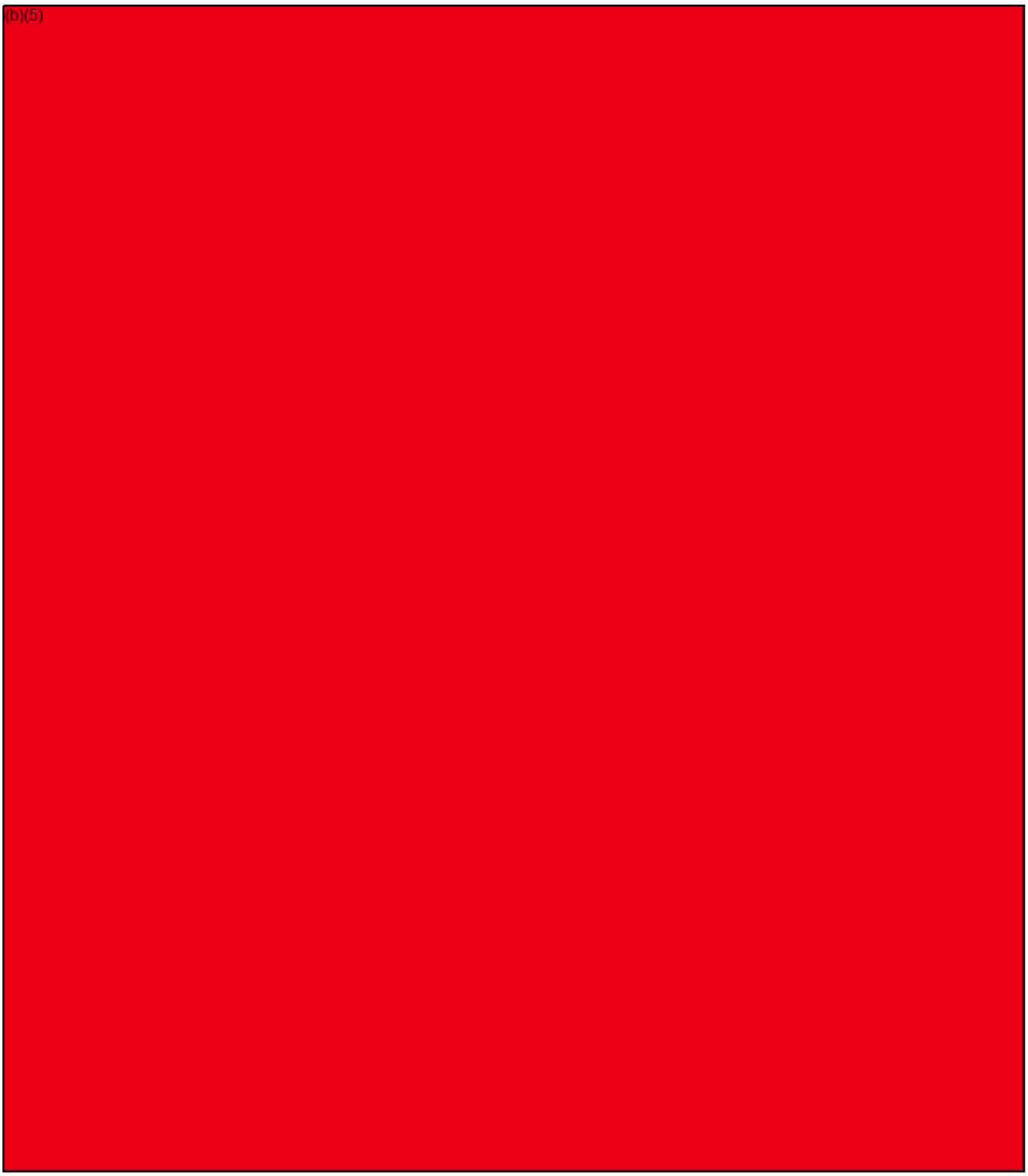
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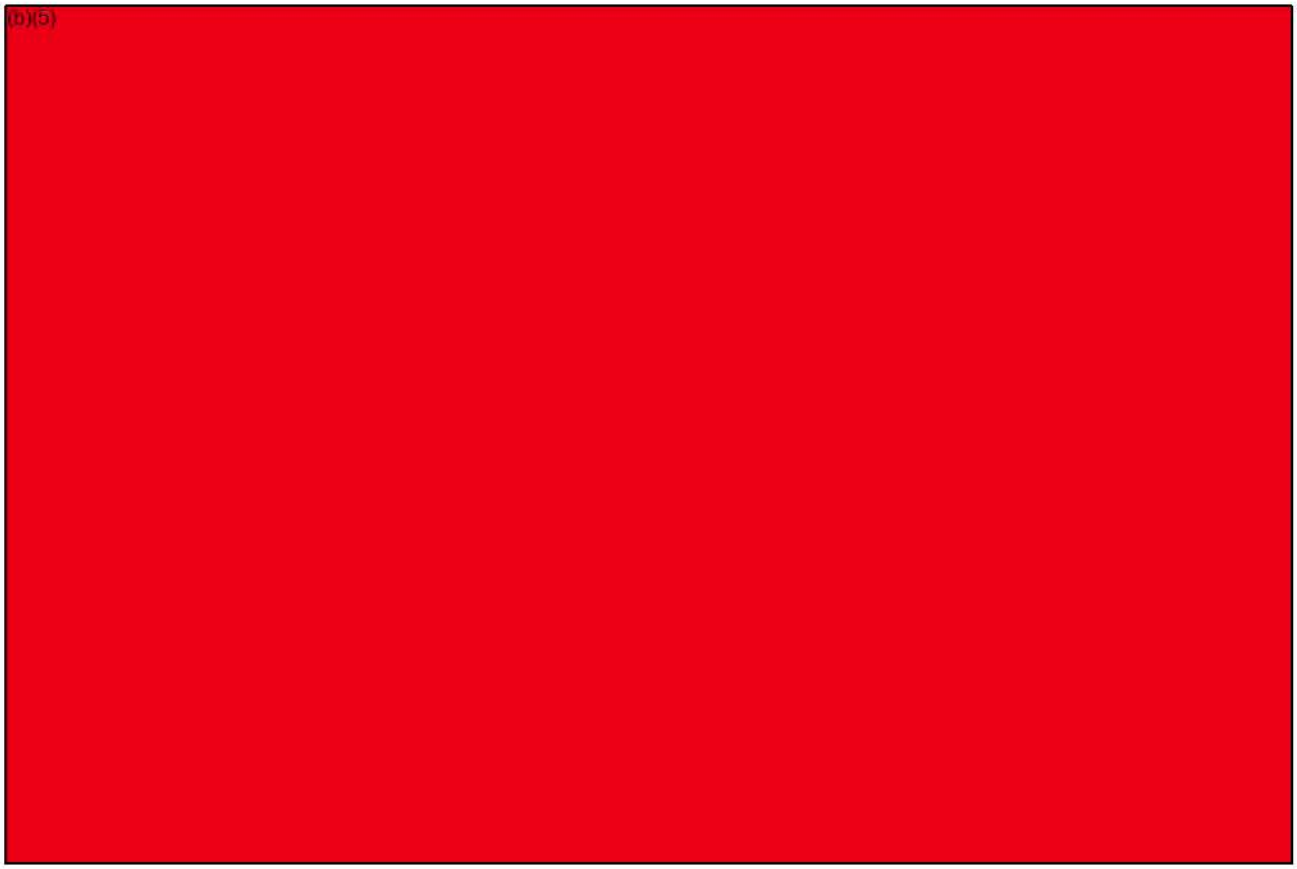
From: (b)(6);(b)(7)(C)
Sent: 7 Dec 2017 15:35:44 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: TRSS - LPR - New Start Under CR?

(b)(6);(b)(7)(

(b)(5)



(b)(5)



Thanks.

V/r,

(b)(6);(b)(7)(C)

Associate Legal Advisor
Office of the Principal Legal Advisor
U.S. Immigration and Customs Enforcement
Department of Homeland Security
Desk: (214) 905-(b)(6)
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 07, 2017 1:37 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: TRSS - LPR - New Start Under CR?

Hi (b)(6);(

We need a legal opinion on (b)(5)

(b)(5)

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);
Mobile: (202) 878(b)(7)(
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 7 Nov 2017 14:20:05 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: TRSS/LPR feedback

Sure, that works! (b)(6);(b)(7) may or may not make it as he has something for the FOD conference shortly.

From: (b)(6);(b)(7)(C)
Sent: Tuesday, November 07, 2017 2:18 PM
To: (b)(6);(b)(7)(C)
Subject: RE: TRSS/LPR feedback

I'm at HQ today for the Fod conference. Want me to stop by in 30 mins to an hour?

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Tuesday, Nov 07, 2017, 2:15 PM
To: (b)(6);(b)(7)(C)
Subject: FW: TRSS/LPR feedback

Hi (b)(6);(

Do you have some time tomorrow to chat with (b)(6);(b)(7) and I about this?

Thank you,

(b)(6);(b)(7)(C) | (A) Unit Chief
Transnational Law Enforcement Operations Unit
Fugitive Operations & Training Division
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6);(b)(7)(C) (desk)
(202) 905- (cell)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, November 06, 2017 2:44 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: TRSS/LPR feedback

Hi (b)(6);(b)(7

1. I can help you with the APFS. When you are submitting it, give me a call and we can go over any specifics you need to input.
2. The TRSS/Vigilant will be a separate contract from the TRSS contract for CLEAR.
3. For the G514, can you please include in the text of the G514 the Product Service Code: D317. This will help with the BWS requirement.
4. Thank you. I'll be sure to include him.
5. We are not adding on to the current CLEAR contract so we will need a TEP. Do you have a second person for the TEP team we can include?

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);
Mobile: (202) 878(b)(7)(
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, November 06, 2017 2:41 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: TRSS/LPR feedback

Good afternoon (b)(6);(b)(7)(C),

I had a few questions/comments:

1. I will need help with the Acquisition Planning Forecast
2. Is the cost estimate pricing to be added on top of our current TRSS contract?
3. I am working with Dennis White on the G514
4. Anthony Moraz from HSI probably can be the Program Coordinator as he also serves as the HSI CLEAR Program Manager.
5. Is the TEP still necessary if this contract is adding to a prior contract?

Thank you,

(b)(6);(b)(7)(C) | (A) Unit Chief
Transnational Law Enforcement Operations Unit
Fugitive Operations & Training Division
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6);(b)(7)(C) (desk)
(202) 905- (cell)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, November 06, 2017 12:01 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: TRSS/LPR feedback

Hi (b)(6);(b)(

OAQ has been working with Privacy and we have finalized the SOW for the TRSS/LPR requirement. We will be moving forward with the attached. We are starting to put together the acquisition planning/solicitation documentation. Please assist with the following:

1. Please input an Acquisition Planning Forecast request. Please contact me with questions of specifics.
2. Please see attached Independent Government Cost Estimate. Please review and advise on approval. We will use this IGCE moving forward.
3. Per the IGCE, the estimated amount for the Base year is (b)(4) Please input a G514 for this amount.
4. Do you know of a Program Coordinator (POC) for HSI we can use for this acquisition?
5. We will need 2 more members for the Technical Evaluation Panel. We would like to use at least one person from HSI. Please provide two POCs for the Technical Evaluation Panel. Please note – the one person from HSI does not need to be the same person we use as Program Coordinator POC.

Please contact me if there are any questions.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(
Mobile: (202) 878
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, October 02, 2017 10:28 AM
To: (b)(6);(b)(7)(C)
Subject: RE: TRSS/LPR feedback

Good morning (b)(6);(b)(7)(

I cannot speak for HSI, but will try to best answer for ERO. When we worked on the SOW a few years back, we originally requested (1) *all States and all the thirty most populous metro areas* along with (2) *at least 30 million new unique LPR data records each month.* For (3), it is highly dependent on the officer and their location so we would not want to set a minimum or maximum number of license plates uploaded by an authorized user.

Thank you,

(b)(6);(b)(7)(C) | (A) Unit Chief
Transnational Law Enforcement Operations Unit
Fugitive Operations & Training Division
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6);(b)(7)(C) (desk)
(202) 905- (cell)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, September 29, 2017 4:15 PM
To: (b)(6);(b)(7)(C)
Subject: RE: TRSS/LPR feedback

Hi (b)(6);(b)(

OAQ and Privacy spoke to TRSS regarding the SOW and TRSS's response. We have a couple items we need to clarify with HSI/ERO before we can finish amending the SOW. Please see below requests:

1. SOW currently states that the requirement is for *at least* 25 states and 24 of the top 30 metro areas. Does this cover HSI/ERO's requirement? Does the minimum amount of covered states need to be higher? Lower? Please advise.

2. The SOW states "The LPR data service shall make available at least **6 million** new unique LPR data records each month." Can you please confirm/clarify the number of records that need to be made available each month?

3. Can you please advise if HSI/ERO can confirm how many Alert List records (License Plates) will be uploaded by an individual on a yearly basis?

Please let me know if there are any questions.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contract Specialist
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, September 20, 2017 3:36 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: TRSS/LPR feedback

Hi (b)(6);(b

FYI, There is a meeting between OAQ, Privacy and TRSS tomorrow to discuss the comments to the TRSS SOW (attached). Privacy may be reaching out about some of the comments. We hope that this means we are making progress.

Please let us know if you need anything.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);7 Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Fri, 9 Mar 2018 20:41:20 +0000
To: (b)(6);(b)(7)(C)
Subject: RE: 70CDR18P0000017 mod 1
Attachments: smime.p7s

DHS – no. DOD – yes.

I'm eager to gain access to ease the burden on your password administrators.

Let me know what you need from me – assuming I'm ever able to fly out of New England.

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, March 9, 2018 3:39 PM
To: (b)(6);(b)(7)(C)
Subject: RE: 70CDR18P0000017 mod 1

Yikes.

Sounds good. Do you have a DHS clearance? If yes, then we just need to add you to the Security list for this contract and yes to the account. If not, then we still need to add you and start the background process. Either way once we start the process you would be able to have access to the account. I believe the COR's would need to initiate it either way.

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, March 09, 2018 3:37 PM
To: (b)(6);(b)(7)(C)
Subject: RE: 70CDR18P0000017 mod 1

The Spring Breakers in Corpus (as the locals call it) were/are preferable to the Snow Bunnies and foot of snow I saw this week in Burlington, VT.

I will be back at my desk on Monday; let's chat about timing for an app demo then.

Given that Mod 1 has been issued, can I have a LEARN account on ICE's subscription? Or is there something I need to do? Thanks!

(b)(6);

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, March 9, 2018 12:31 PM
To: (b)(6);(b)(7)(C)
Subject: RE: 70CDR18P0000017 mod 1

Hi (b)(6);(b)(7)(
Hope you survived Corpus Christi. I assume it must have been spring break down there. I can't imagine what that must have been like.

Wanted to follow up on the app demo.

Please let me know when you have a chance.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, March 01, 2018 10:08 AM

To: (b)(6);(b)(7)(C)
Subject: Re: 70CDR18P0000017 mod 1

Thanks.

Let me check with Vigilant on the app demo and get back to you.

I'm in Corpus Christi for ICE and I feel about 100 years too old for this place.

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
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On Mar 1, 2018, at 08:59, (b)(6);(b)(7)(C) wrote:

> Hi (b)(6);(b)(7)(C)
> Attached please find a fully executed version of the modification.
>
> Also, how did you want to handle the demo for the App? I know Privacy still wants to see that.
>
> Please let me know when you have chance.
>
> Thanks,
>
> (b)(6);(b)(7)(C) ***CPPB, CFCM***
> **Detention, Compliance and Removals (DCR) | Unit Chief**
> DHS | ICE | Office of Acquisition Management (OAQ)
> Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
> Email:(b)(6);(b)(7)(C)
>
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>
> ---
>
> **From:** (b)(6);(b)(7)(C)
> **Sent:** Wednesday, February 28, 2018 12:09 PM
> **To:** (b)(6);(b)(7)(C)
> **Subject:** 70CDR18P0000017 mod 1
>
> (b)(6)

Attached please find signed Mod 1.

Please let me know if you have any questions.

Kind regards,
(b)(6);(b)(7)(

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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(b)(6);(b)(7)(C)

Sent: Wednesday, February 28, 2018 12:00 PM
To: (b)(6);(b)(7)(C)
Subject: DHS-ICE-ERO/HSI LPR mod

<70CDCR18P00000017 P00001.pdf>

From: (b)(6);(b)(7)(C)
Sent: 19 Jul 2017 17:11:39 +0000
To: Smith, Amber
Cc: (b)(6);(b)(7)(C)
Subject: RE: CLEAR contract questions

Hi Amber,
I do have a copy of the TRSS response. I would like to walk through it with you to discuss further. Please let me know when you are available. I will be out of the office Tuesday and Wednesday.

I've copied (b)(6);(b)(7)(C) from my team who will be working with me on this requirement.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: Smith, Amber
Sent: Tuesday, July 18, 2017 1:56 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: CLEAR contract questions

Hi (b)(6

The deficiencies in what TRSS provided re: its own (non-Vigilant) LPR database are more extensive than those listed in the agenda. The agenda just provided a few examples. Others include the ability to search geographically without a license plate number when the requirement is that searches must be limited by a license plate number, the 'alert list' requirement, the requirement that historical queries be limited to certain timeframes, etc.

With respect to TRSS' response below, the requirement in the SOW is for the field to be mandatory.

Unless TRSS is willing to customize the CLEAR platform to meet all of the requirements in the SOW, we are not able to use their LPR database. We can, however, use Vigilant (either through TRSS – though I'll be up front and tell you I have concerns about that – or by going directly to Vigilant) as they appear to have most, if not all, of the required features and are able/willing to further customize to meet our requirements.

Do you have TRSS' response to the RFI that (b)(6);(b) sent? If you would like to walk through that with us and discuss further, we can do so sometime this week.

Copying (b)(6);(b)(7)(C) for awareness.

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(
Main: (202) 732-

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Tuesday, July 18, 2017 12:54 PM
To: Smith, Amber; (b)(6);(b)(7)(C)
Subject: FW: CLEAR contract questions

Good Afternoon,
In light of our discussions yesterday I reached out to TRSS to outline the concerns that were shared in the discussion and the information meeting invite.

I received the following response from TRSS:

"Per our conversation, auditing of LPR searches via CLEAR is possible. For the searches conducted on the information that's integrated into CLEAR, we can provide:

1. Name of user who conducted search
2. Date/time stamp of search (time zone local to user)
3. Actual query conducted

In other words, we could tell you that Mickey Mouse searched license plate ABCD1234 at 7:23AM EST on 7/17/2017.

We can require a reference field as well, if necessary. We cannot require certain text to go within the reference field, but we can require a reference field itself."

Does this address your concerns about the TRSS license plate data ? If there are any additional questions or queries needed please let me know and I am happy to relay them to the vendor.

Please forgive me if I have not accurately relayed the privacy concerns.

Thanks,

(b)(6);(b)(7)(C), ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);

Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Fri, 22 Dec 2017 15:35:16 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: DEMO
Attachments: smime.p7s

For the two of you? Or a wider audience?

Either way, I'd be glad to do so.

Let's do it Thursday afternoon or anytime on Friday.

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 10:33 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: DEMO

Hi (b)(6);(b)(7)(
Would it be possible to set up a Demo sometime during for the first week in January (1/2-1/6). Obviously our users are extremely excited about the possibility of using this service.

Please let us know.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(b
Email: (b)(6);(b)(7)(C)

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From: Weinberg, Bill
Sent: 15 Dec 2017 14:58:29 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: Draft OPA statement on LPR solicitation

Please edit and share with the group. Thanks! There was another question a minute ago as well.

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 2:53 PM
To: Weinberg, Bill (b)(6);(b)(7)(C)
Subject: RE: Draft OPA statement on LPR solicitation

Hi Bill,
Only edit is that we are actually awarding to TRSS who has partnered with Vigilant to provide the service. It is important because we are issuing it as a sole source to TRSS.

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: Weinberg, Bill (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 2:48 PM
To: (b)(6);(b)(7)(C)
Subject: FW: Draft OPA statement on LPR solicitation

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: Johnson, Liz (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 2:28 PM
To: Blank, Thomas (b)(6);(b)(7)(C) Rahilly, Lyn M (b)(6);(b)(7)(C)
Albence, Matthew (b)(6);(b)(7)(C), Weinberg, Bill (b)(6);(b)(7)(C)
Price, Corey A (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: FW: Draft OPA statement on LPR solicitation

All – please find below the final RTQ as cleared by Privacy. OPA plans to use this in response to media inquiries. Please advise of any edits/changes **NLT 3pm.**

Thanks,
Liz

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

(b)(6);(b)(7)(C)
Public Affairs Officer/Spokesperson
U.S. Immigration and Customs Enforcement (ICE)
202-732-(b)(6);(b)(7)(C) (desk)
813-230-[redacted] (cell)
www.ice.gov

From: (b)(6);(b)(7)(C)
Sent: 9 Jan 2018 10:29:18 -0500
To: Smith, Amber; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: Mobile app for ERO/HSI LPR commercial data service
Attachments: Carwash ProofPoint Report - Vigilant Mobile Companion 20171226.pdf

Hello,

Here is the report. Let me know if you need assistance interpreting the results.

Thanks,

(b)(6);(b)(7)(C)
Security Architecture & Engineering
Information Assurance Division (IAD)
U.S. Immigration and Customs Enforcement (ICE)
Department of Homeland Security (DHS)
Office: 202-732-(b)(6);
Mobile: 202-731-(b)(7)(
Email: (b)(6);(b)(7)(C)

From: Smith, Amber
Sent: Thursday, December 21, 2017 4:39 PM
(b)(6);(b)(7)(C)

Subject: RE: Mobile app for ERO/HSI LPR commercial data service

Thanks, (b)(6);(

(b)(6);(b)(7)(C)

(b)(6);(b) – I will probably want you to get the PTA for the mobile app started once we receive the carwash report from (b)(6);(b)(7)(C) and I will be able to help orient you to the License Plate Reader service.

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)(6)

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 1:47 PM
To: (b)(6);(b)(7)(C); Smith, Amber

Cc: (b)(6);(b)(7)(C)
Subject: RE: Mobile app for ERO/HSI LPR commercial data service

OK it's processing now. I'll send the report ASAP.

(b)(6);(b)(7)(C)
Security Architecture & Engineering
Information Assurance Division (IAD)
U.S. Immigration and Customs Enforcement (ICE)
Department of Homeland Security (DHS)
Office: 202-732-(b)(6);(b)(7)(
Mobile: 202-731
Email:(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, December 21, 2017 9:04 AM
To: (b)(6);(b)(7)(C) Smith, Amber(b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: Mobile app for ERO/HSI LPR commercial data service

Hi (b)(6);,

We just received the following from the vendor regarding the app:

There are two ways users can access LEARN via the mobile site. One is via CLEAR - click the hyperlink in CLEAR to be taken to the LEARN platform. Alternatively, users can go to the LEARN app directly. You can search Vigilant solutions on the App Store to locate. Please search "Vigilant Solutions, Inc." The apps name is Vigilant Mobile Companion.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(
Mobile: (202) 878
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Tuesday, December 19, 2017 11:22 AM
To: Smith, Amber
Cc: (b)(6);(b)(7)(C)
Subject: RE: Mobile app for ERO/HSI LPR commercial data service

Hi,

Yes I am still Carwash POC. Is this app available on the regular App Store or is it limited release? If it's on the App Store, all I need is the name. If it's limited release, I'll need the executable file (e.g., ScanPlate.ipa).

Thanks,

(b)(6);(b)(7)(C)
Security Architecture & Engineering
Information Assurance Division (IAD)
U.S. Immigration and Customs Enforcement (ICE)
Department of Homeland Security (DHS)
Office: 202-732-(b)(6);(b)(7)(C)
Mobile: 202-731-
Email: (b)(6);(b)(7)(C)

From: Smith, Amber
Sent: Monday, December 18, 2017 6:06 PM
To: (b)(6);(b)(7)(C)
Subject: Mobile app for ERO/HSI LPR commercial data service
Importance: High

Hi (b)(6) – ERO and HSI intend to procure access to a commercial data service that will provide them with query-based access to license plate reader data. The service is going to include a mobile app, so it will need to go through the Carwash process and we will need to do a PTA to submit it to the Department.

Are you still the go-to person for mobile apps, or is there someone else I should connect with?

I've copied (b)(6);(b)(7)(C) the Contracting Officer and the Contract Specialist, respectively, as they will be the best POCs to connect the appropriate person with the vendor. The program owners are (b)(6);(b)(7)(C)

Please let me know as soon as you can, as this is very time sensitive (per the front office).

Thanks very much!

Amber Smith
Privacy Officer
Office of Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct – (202) 732-(b)(6)
Mobile – (202) 487-(b)(6)
Main – (202) 732-(b)(6)

App Scan Report

App Overview



Version: 1.1.170623.1500



Store: Google Play

Vigilant Mobile Companion

App Risk



Composite App Risk: 5.93
Percentile Risk: 82.32
Scan Date: Jul 15, 2017

App Risk Categories

- Account Takeover: 5.33
- Data Leak: 5.14
- Malware: 6.24
- Privacy: 5.19
- Publisher Risk: 5.93
- Adware: 4.00
- Device Takeover: 6.28
- Network: 7.49

App Risk Data

Risk Summary

Malware

- App has code in it to access your accounts.
- Allows the gathering of information on basic phone information, such as network type and connection state.
- App attempts to write device security settings. This is usually malicious.
- Uses non-system compiled libraries, and the app developer may not know what security issues are within these libraries.
- App writes address book information to a file.

Adware

- App sends some of your data to a third party ad network.

Data Leak

- The application uses the device's camera. This app can take pictures and video of you. If the device supports multiple cameras, the application uses the camera that facing away from the screen.
- App can read external storage, such as USB devices attached to your phone or tablet.
- App can write to external storage devices.

Privacy

- App looks up your precise location derived from network location sources such as GPS, cell towers, and Wi-Fi.
- App looks up your geolocation.

Device Takeover

- App reads the state of your phone.

Network

- Communicates some data in non-secure ways.
- Short for HyperText Transfer Protocol Secure, HTTPS is a communications protocol for secure communication over a computer network. The app uses this protocol to send information from the device.

Account Takeover: Moderate Risk

Risk Description	Risk Type	App Communication
App has code in it to access your accounts.	access	
App establishes network connections to send and receive data.	access	
Allows the gathering of information on basic phone information, such as network type and connection state.	access	
Uses non-system compiled libraries, and the app developer may not know what security issues are within these libraries.	flag	

Adware: Low Risk

Risk Description	Risk Type	App Communication
App sends some of your data to a third party ad network.	access	

2018-ICLI-00035 1164

Data Leak: Moderate Risk

Risk Description	Risk Type	App Communication
App has code in it to access your accounts.	access	
App sends some of your data to a third party ad network.	access	
The application uses the device's camera. This app can take pictures and video of you. If the device supports multiple cameras, the application uses the camera that facing away from the screen.	permission	
Accesses the Internet.	permission	
App establishes network connections to send and receive data.	access	
App can read external storage, such as USB devices attached to your phone or tablet.	permission	
Allows the gathering of information on basic phone information, such as network type and connection state.	access	
App can write to external storage devices.	permission	
Uses non-system compiled libraries, and the app developer may not know what security issues are within these libraries.	flag	
App writes address book information to a file.	write	/data/data/com.android.inputmethod.latin/files/contacts.en_US.dict.temp*ð?(A

Device Takeover: Moderate Risk

Risk Description	Risk Type	App Communication
Determines if network is available. Allows applications to access information about networks. Typically used by ad networks.	permission	
App accesses the state of your WIFI. Allows applications to access information about Wi-Fi networks.	permission	
App establishes network connections to send and receive data.	access	
App reads the state of your phone.	permission	
Allows the gathering of information on basic phone information, such as network type and connection state.	access	
App attempts to write device security settings. This is usually malicious.	permission	
Uses non-system compiled libraries, and the app developer may not know what security issues are within these libraries.	flag	

2018-ICLI-00035 1165

Malware: Moderate Risk

Risk Description	Risk Type	App Communication
App has code in it to access your accounts.	access	
App establishes network connections to send and receive data.	access	
Allows the gathering of information on basic phone information, such as network type and connection state.	access	
App attempts to write device security settings. This is usually malicious.	permission	
Uses non-system compiled libraries, and the app developer may not know what security issues are within these libraries.	flag	
App writes address book information to a file.	write	/data/data/com.android.inputmethod.latin/files/contacts.en_US.dict.temp*ð?(A

Network: Moderate Risk

Risk Description	Risk Type	App Communication
Determines if network is available. Allows applications to access information about networks. Typically used by ad networks.	permission	
App establishes network connections to send and receive data.	access	
Allows application to report on how user is connected to the internet.	access	
Communicates some data in non-secure ways.	url	http://maps.google.com/maps?q= http://plus.google.com/ http://maps.google.com/maps/?daddr= http://media.admob.com/mraid/v1/mraid_app_interstitial.js http://www.google.com http://media.admob.com/mraid/v1/mraid_app_banner.js http://schemas.android.com/apk/lib/com.google.android.gms.plus http://maps.google.com/maps/api/staticmap?center= http://nvls-lpr.com:8888/ http://googleads.g.doubleclick.net http://media.admob.com/mraid/v1/mraid_app_expanded_banner.js http://vigilantsolutions.com/about

Short for HyperText Transfer Protocol Secure, HTTPS is a communications protocol for secure communication over a computer network. The app uses this protocol to send information from the device.	url	https://maps.googleapis.com/maps/api/directions/ https://vigilantfacialrecognition.com https://www.googleapis.com/auth/plus.login https://maps.googleapis.com/maps/api/place/details/ https://www.googleapis.com/auth/games https://maps.googleapis.com/maps/api/geocode/json?latlng= https://vigilantfacialrecognition.com/fsmobilenf https://learn-nvls.com/MOBILE/ https://nflsweb.com https://www.googleapis.com/auth/games.firstparty https://maps.googleapis.com/maps/api/place/autocomplete/ https://www.googleapis.com/auth/appstate

Privacy: Moderate Risk

Risk Description	Risk Type	App Communication
App looks up your precise location derived from network location sources such as GPS, cell towers, and Wi-Fi.	permission	
App has code in it to access your accounts.	access	
App sends some of your data to a third party ad network.	access	
The application uses the device's camera. This app can take pictures and video of you. If the device supports multiple cameras, the application uses the camera that facing away from the screen.	permission	
Accesses the Internet.	permission	
App looks up your geolocation.	access	
Provides classes that manage various media interfaces in audio and video. The Media APIs are used to play and, in some cases, record media files. This includes audio (e.g., play MP3s or other music files, ringtones, game sound effects, or DTMF tones) and video (e.g., play a video streamed over the web or from local storage).	access	
App can access media recording and playpack capabilities of your device.	access	
App establishes network connections to send and receive data.	access	
App can read external storage, such as USB devices attached to your phone or tablet.	permission	
Allows the gathering of information on basic phone information, such as network type and connection state.	access	
Uses non-system compiled libraries, and the app developer may not know what security issues are within these libraries.	flag	

App writes address book information to a file.	write	/data/data/com.android.inputmethod.latin/files/contacts.en_US.dict.temp*ð?(A

App Data Geolocation: Countries Where Apps Communicate?



IP Address: 216.81.81.82 Country of Origin: United States

Endpoint	City	State	Country	Protocol	IP Address
Publisher	Santa Monica	California	United States	http	173.247.252.106
Comm Server	Englewood	Colorado	United States	http	128.121.46.66
Comm Server	Englewood	Colorado	United States	https	128.121.46.68
Comm Server	New York	New York	United States	https	128.121.46.69
Comm Server	Baytown	Texas	United States	http	192.249.116.107
Comm Server	Mountain View	California	United States	http	70.32.146.212
Comm Server	Mountain View	California	United States	http	74.125.224.100
Comm Server	Mountain View	California	United States	http	74.125.224.101
Comm Server	Mountain View	California	United States	http	74.125.224.102
Comm Server	Mountain View	California	United States	http	74.125.224.103
Comm Server	Mountain View	California	United States	http	74.125.224.104
Comm Server	Mountain View	California	United States	http	74.125.224.105
Comm Server	Mountain View	California	United States	http	74.125.224.110
Comm Server	Mountain View	California	United States	https	74.125.224.112
Comm Server	Mountain View	California	United States	https	74.125.224.113
Comm Server	Mountain View	California	United States	https	74.125.224.114
Comm Server	Mountain View	California	United States	https	74.125.224.115
Comm Server	Mountain View	California	United States	https	74.125.224.116
Comm Server	Mountain View	California	United States	http	74.125.224.96
Comm Server	Mountain View	California	United States	http	74.125.224.97
Comm Server	Mountain View	California	United States	http	74.125.224.98
Comm Server	Mountain View	California	United States	http	74.125.224.99
Comm Server	Mountain View	California	United States	http	74.125.28.100
Comm Server	Mountain View	California	United States	http	74.125.28.101
Comm Server	Mountain View	California	United States	http	74.125.28.102

Comm Server	Mountain View	California	United States	http	74.125.28.103
Comm Server	Mountain View	California	United States	http	74.125.28.104
Comm Server	Mountain View	California	United States	http	74.125.28.105
Comm Server	Mountain View	California	United States	http	74.125.28.106
Comm Server	Mountain View	California	United States	http	74.125.28.113
Comm Server	Mountain View	California	United States	http	74.125.28.138
Comm Server	Mountain View	California	United States	http	74.125.28.139
Comm Server	Mountain View	California	United States	http	74.125.28.147
Comm Server	Mountain View	California	United States	http	74.125.28.99

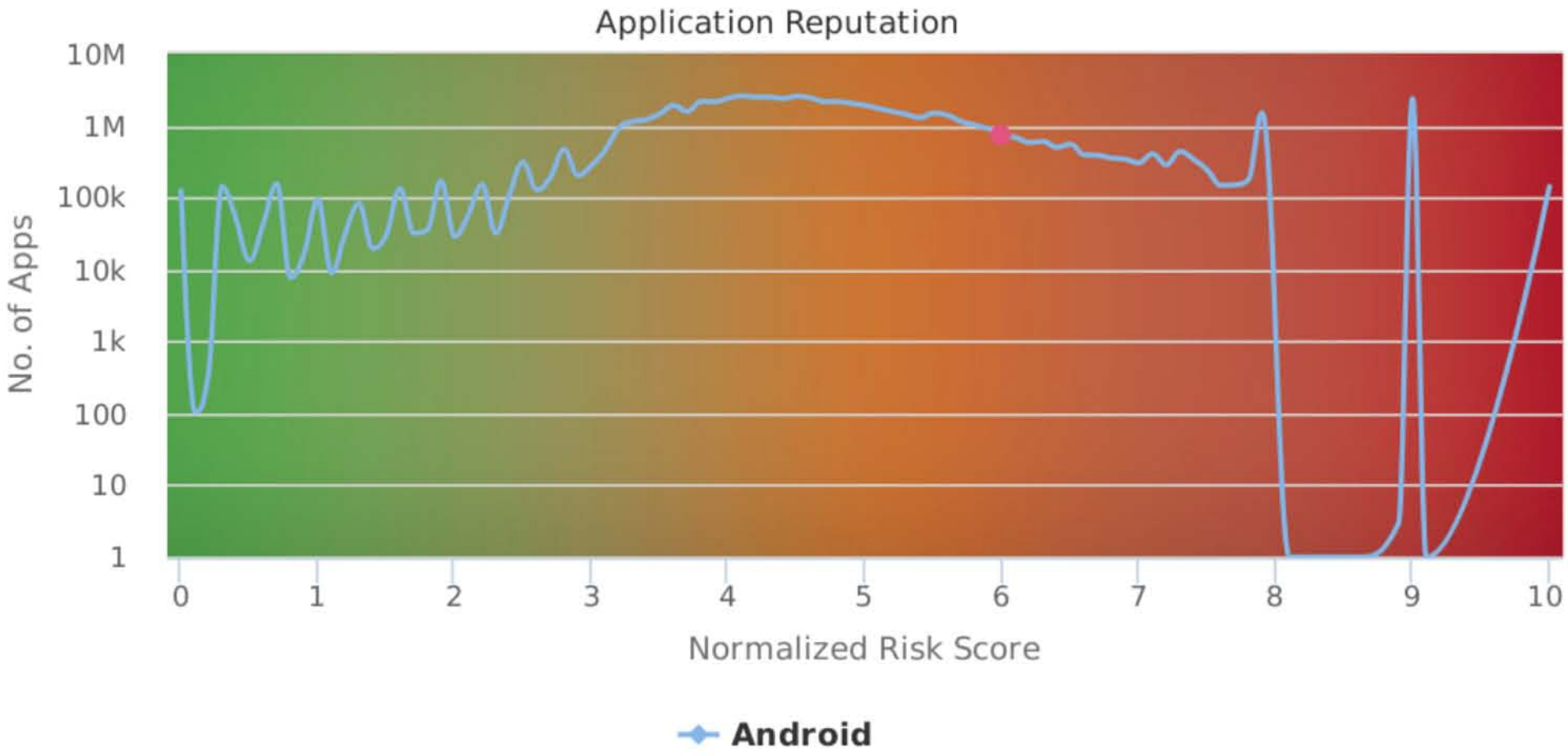
Geo-Location Information

IP Address	Domain	Country	Organization	User Type	Netspeed
128.121.46.66		United States	NTT America	residential	Corporate
128.121.46.68		United States	NTT America	residential	Corporate
128.121.46.69		United States	NTT America	residential	Corporate
173.247.252.106	inmotionhosting.com	United States	InMotion Hosting	residential	Corporate
192.249.116.107	inmotionhosting.com	United States	InMotion Hosting	residential	Corporate
70.32.146.212		United States	Double Click	business	Corporate
74.125.224.100	1e100.net	United States	Google	business	Corporate
74.125.224.101	1e100.net	United States	Google	business	Corporate
74.125.224.102	1e100.net	United States	Google	business	Corporate
74.125.224.103	1e100.net	United States	Google	business	Corporate
74.125.224.104	1e100.net	United States	Google	business	Corporate
74.125.224.105	1e100.net	United States	Google	business	Corporate
74.125.224.110	1e100.net	United States	Google	business	Corporate
74.125.224.112	1e100.net	United States	Google	business	Corporate
74.125.224.113	1e100.net	United States	Google	business	Corporate
74.125.224.114	1e100.net	United States	Google	business	Corporate
74.125.224.115	1e100.net	United States	Google	business	Corporate
74.125.224.116	1e100.net	United States	Google	business	Corporate
74.125.224.96	1e100.net	United States	Google	business	Corporate
74.125.224.97	1e100.net	United States	Google	business	Corporate

For more information visit https://mobiledefense.proofpoint.com/application_details?app_id=88393165

App Reputation: How do this app's risk factors compare to other apps

App reputation is a score that compares the risk and maliciousness of this app as compared to over 50 million other apps that have been analyzed by Proofpoint Mobile Defense. The following graph shows how this app ranks versus over 50 million other apps. Apps that are to the right of the graph are more prone to putting your private information at risk. Apps on the far right are known to be purely malicious and must be avoided.



App Data

Description

The Vigilant Mobile Companion app is exclusively for Vigilant Solutions' law enforcement customers. This unique app is a companion app for the agency's Vigilant product(s) and extends the benefits of these products to more users – investigative, traffic patrol, mounted and foot patrol, etc.The app encompasses many of the tools and features seen in Vigilant's LEARN® product for license plate reader (LPR) analytics and access to the Vigilant national LPR database of over 4.2 billion license plate scans. The app also includes a mobile device version of Vigilant's exclusive feature known as Mobile Hit Hunter, and Vigilant's FaceSearch facial recognition product.License Plate Recognition Features and Functions: Access Vigilant's national LPR database of over 4.2 billion (and growing) license plate reader detections Access exclusive LEARN analytic tools such as Locate Analysis Add Hot Plates for monitoring against Agency-owned LPR systems, shared data from other agencies, and Vigilant's own private network of LPR data Receive and share alerts on matches against Agency hotlists Leverage the power of the Vigilant-exclusive Mobile Hit Hunter feature to see locations of nearby vehicles matched between your agency's hotlists and Vigilant's own private network of data Scan License Plates using your device's camera and have them uploaded to the Agency's LEARN account and matched against hotlists As the app requires an existing LEARN account with Vigilant, all transactions are fully audited and available for Agency Manager review.Facial Recognition Features and Functions: Access Vigilant's national gallery of over 13 million (and growing) mugshots, registered sex offenders, and more Upload images to your Agency gallery for later matching and investigative purposes Upload probe images from your device's camera to search against your available gallery and receive potential matches based on over 350 different facial measurements.

Additional Information

Attribute	Description
Package Name	com.vigilant.solutions.mobilecompanion
Downloads	1000
Scan Date	Jul 15, 2017
Last Update	Jul 15, 2017
Installation Size	5.34 (MB)
Comment Count	7
Developer Name	Vigilant Solutions
Developer Website	http://www.vigilantsolutions.com

Developer Email	bevigilant@vigilantsolutions.com
MD5	a2a5a0bf9be4e96763b7e8749fb5e343
SHA1	04f71df8c590119da535892c8a159a86769a04fa
SHA256	bc4ee6e70375cda52df125022fbdbf024c3ca4c3b44cf4d4110aa59056f99b7d
App Store URL	https://play.google.com/store/apps/details?id=com.vigilant.solutions.mobilecompanion
Privacy Policy URL	https://www.vigilantsolutions.com/lpr-usage-and-privacy-policy/
Recent Changes	New Features:• Support "Show Hit" by Geo zoneBug Fixes:• MHH: Occasionally crashing application• MHH: Fixed crash when adding a Hit commentServer, side Fixes:• License Plate Query: The result(s) were not correct when searching by commercial data• Stakeout: Would not show results when searching by drawn geo, zone• Locate Analysis : Fixed issue of “Out of Memory" errors
Permissions	android.permission.ACCESS_FINE_LOCATION, android.permission.ACCESS_NETWORK_STATE, android.permission.ACCESS_WIFI_STATE, android.permission.CAMERA, android.permission.INTERNET, android.permission.READ_EXTERNAL_STORAGE, android.permission.READ_PHONE_STATE, android.permission.WRITE_EXTERNAL_STORAGE, android.permission.WRITE_SETTINGS, com.google.android.providers.gsf.permission.READ_GSERVICES, com.vigilant.solutions.mobilecompanion.permission.MAPS_RECEIVE
App Source	Google Play
Published	Jul 03, 2017
Publisher	Vigilant Solutions
Category	OTHERS
Price	Free
Country	US
Communicating Servers	34
Communicating Countries	1

Screen Shots

Cover Art



Promo Badge



Promo Video Snapshot

(b)(7)(E)

Customer Reviews

We do not have Customer Reviews for this application.

Customer Rating	
★★★★★	10
★★★★	2
★★★	3
★★	1

★	5
(21 Total)	

Other Versions

Version	Risk Score	Downloads	User Rating Count	Comment Count	Platform	App Source	Country	Publisher	Category	Price	Release Date	Scan Date
1.0.1004 14.0030	5.93	1	0	0	Android	Google Play	US	Vigilant Solutions	UTILITIES	Free	Oct 22, 2014	Sep 06, 2015
1.0.0612 15.1100	5.93	1,000	10	4	Android	Google Play	US	Vigilant Solutions	UTILITIES	Free	Jul 16, 2015	Sep 26, 2015
1.0.1008 15.1800	3.44	-	0	0	iOS	iTunes	US	Vigilant Solutions, Inc.	UTILITIES	Free	May 13, 2015	Nov 12, 2015
1.0.1103 15.1600	5.93	1,000	12	4	Android	Google Play	US	Vigilant Solutions	UTILITIES	Free	Nov 03, 2015	Aug 01, 2016
1.0.1103 15.1600	5.71	105	0	0	Android	Vshare	CN	Others	OTHERS	Free	Nov 03, 2015	Oct 03, 2016
1.0.1103 15.1600	5.47	105	0	0	Android	Vshare	CN	Others	OTHERS	Free	Nov 03, 2015	Nov 21, 2016
1.0.1126 15.1400	5.93	1,000	14	5	Android	Google Play	US	Vigilant Solutions	UTILITIES	Free	Jan 22, 2016	Aug 22, 2016
1.0.2251 6.1800	3.44	-	0	0	iOS	iTunes	US	Vigilant Solutions, Inc.	UTILITIES	Free	May 13, 2015	Apr 03, 2016
1.0.0301 16.1000	3.44	-	0	0	iOS	iTunes	US	Vigilant Solutions, Inc.	UTILITIES	Free	May 13, 2015	Apr 04, 2016
1.1.3	3.24	-	0	0	iOS	iTunes	US	Vigilant Solutions, Inc.	UTILITIES	Free	May 13, 2015	Sep 01, 2016
1.0.0620 16.1700	5.93	1,000	17	6	Android	Google Play	US	Vigilant Solutions	UTILITIES	Free	Jun 21, 2016	Oct 28, 2016
1.1.1612 26.1500	5.93	1,000	19	7	Android	Google Play	IL	Vigilant Solutions	UTILITIES	Free	Dec 27, 2016	Jan 22, 2017
1.1.1612 26.1500	5.93	1,000	19	7	Android	Google Play	NL	Vigilant Solutions	UTILITIES	Free	Dec 27, 2016	Jan 22, 2017
1.1.1612 26.1500	5.93	1,000	20	7	Android	Google Play	US	Vigilant Solutions	UTILITIES	Free	Dec 27, 2016	Jan 22, 2017
1.1.1612 26.1500	5.93	1,000	20	7	Android	Google Play	NZ	Vigilant Solutions	UTILITIES	Free	NA	Jan 22, 2017
1.1.1612 26.1500	5.93	1,000	20	7	Android	Google Play	SE	Vigilant Solutions	UTILITIES	Free	Dec 27, 2016	Jan 22, 2017
1.1.1612 26.1500	5.93	1,000	21	7	Android	Google Play	KR	Vigilant Solutions	UTILITIES	Free	Dec 27, 2016	Jan 22, 2017
1.1.1705 03.1900	5.68	1,000	21	7	Android	Google Play	SE	Vigilant Solutions	OTHERS	Free	May 08, 2017	Jun 21, 2017
1.1.1705 03.1900	5.68	1,000	21	7	Android	Google Play	US	Vigilant Solutions	OTHERS	Free	May 08, 2017	Jun 21, 2017
1.1.1708 23.1400	5.68	5,000	22	8	Android	Google Play	KY	Vigilant Solutions	OTHERS	Free	Sep 05, 2017	Oct 15, 2017
1.1.1708 23.1400	5.68	5,000	22	8	Android	Google Play	BM	Vigilant Solutions	OTHERS	Free	Sep 05, 2017	Oct 15, 2017
1.1.1708 23.1400	5.68	5,000	22	8	Android	Google Play	SM	Vigilant Solutions	OTHERS	Free	Sep 05, 2017	Oct 15, 2017
1.1.1708 23.1400	5.68	5,000	22	8	Android	Google Play	VG	Vigilant Solutions	OTHERS	Free	Sep 05, 2017	Oct 15, 2017

1.1.1708 23.1400	5.68	5,000	22	8	Android	Google Play	KR	Vigilant Solutions	OTHERS	Free	Sep 05, 2017	Oct 15, 2017
1.1.1708 23.1400	5.68	5,000	22	8	Android	Google Play	MV	Vigilant Solutions	OTHERS	Free	Sep 05, 2017	Oct 15, 2017

App Publisher Data

Publisher Risk Data

Moderate

Publisher Risk: 5.93

Publisher Overview: Android

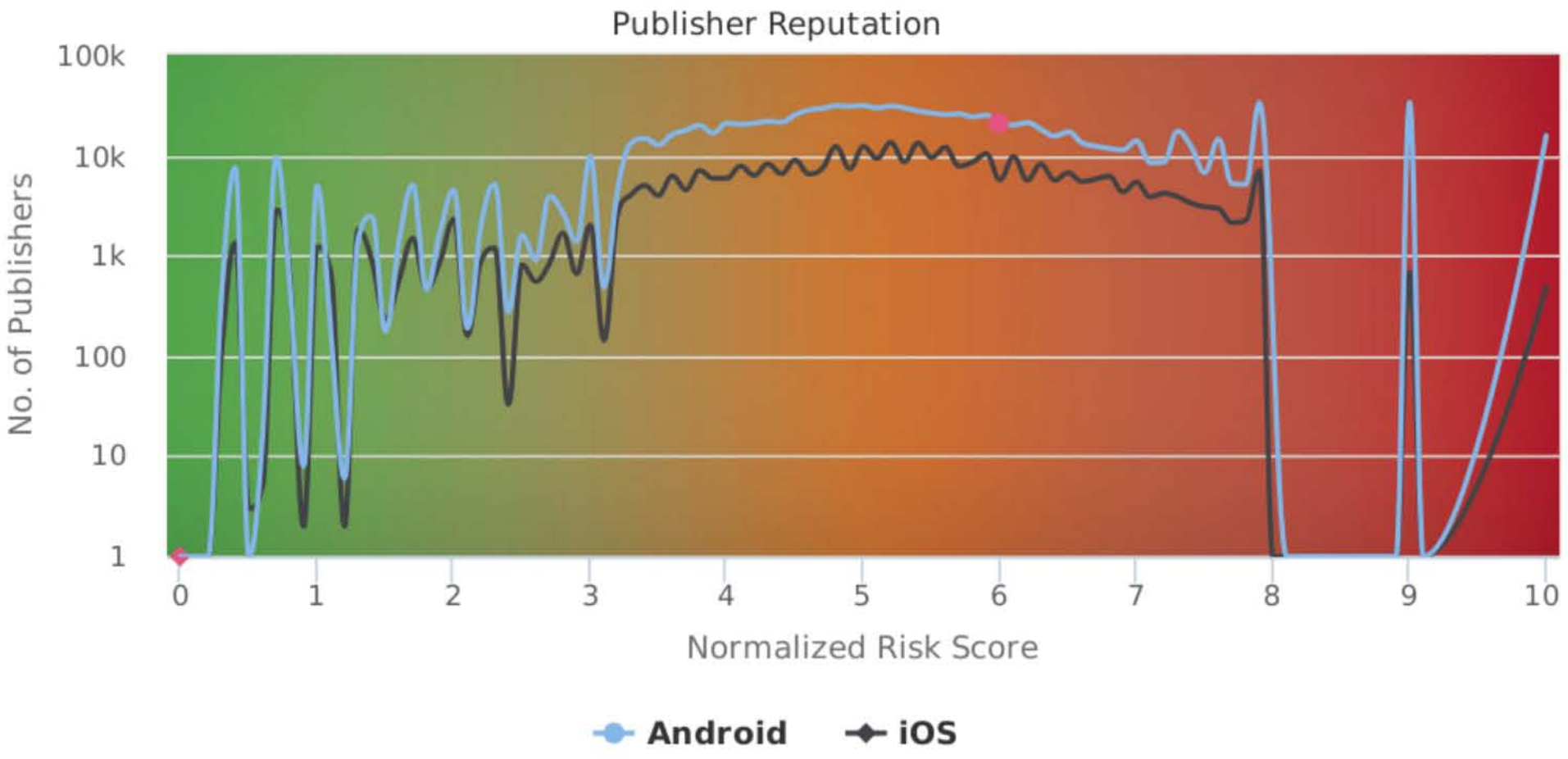
Total Apps Published	21
Total Free Apps	21
Total Paid Apps	0
Total User Rating Count	391
Total Comment Count	142
Total Number of Downloads	48,001
Composite Publisher Risk	5.93

Publisher Overview: iOS

Total Apps Published	0
Total Free Apps	0
Total Paid Apps	0
Total User Rating Count	0
Total Comment Count	0
Total Number of Downloads	NA
Composite Publisher Risk	0

Publisher Reputation: How do this publisher's risk factors compare to other publishers

Publisher reputation is a score that is derived from looking at the risk of all the apps that a publisher has created. App publishers who have published malicious or highly risky apps will score poorly on reputation, and you should be wary of their future apps. Publishers who have no history of publishing any apps at all, and who have only just appeared in the last few months, will similarly score poorly on the reputation system. The following graph shows how the publisher of this app ranks versus over 2 million other publishers. Publishers that are to the right of the graph are more prone to putting your private information at risk. Publishers on the far right are known to publish purely malicious apps and must be avoided.



Application Risk	Platform	Apps Published	Composite App Risk
Account Takeover	Android	21	5.33
Data Leak	Android	21	5.14
Device Takeover	Android	21	6.28
Malware	Android	21	6.24
Privacy	Android	21	5.19
Network	Android	21	7.49
Adware	Android	20	4.00

Publisher's App's Information

App Name	Package Name	Version	Risk	Downloads User	Comment	Platform	App	Country	Category	Price	Release

		Score		Rating Count	Count		Source		Date
NVLS Mobile Companion	nvlsmcclient.apis	3.0.1107 13	3.80	5,000	24	12	Android	GooglePlay	US UTILITIES Free	Nov 14, 2013
Vigilant - Mobile Companion	com.vigilant.solutions.mobilecompanion	1.0.1004 14.0030	5.93	1	0	0	Android	GooglePlay	US UTILITIES Free	Oct 22, 2014
Vigilant - Mobile Companion	com.vigilant.solutions.mobilecompanion	1.0.0612 15.1100	5.93	1,000	10	4	Android	GooglePlay	US UTILITIES Free	Jul 16, 2015
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.0.1008 15.1800	3.44	-	0	0	iOS	iTunes	US UTILITIES Free	May 13, 2015
Vigilant - Mobile Companion	com.vigilant.solutions.mobilecompanion	1.0.1103 15.1600	5.93	1,000	12	4	Android	GooglePlay	US UTILITIES Free	Nov 03, 2015
Vigilant - Mobile Companion	com.vigilant.solutions.mobilecompanion	1.0.1126 15.1400	5.93	1,000	14	5	Android	GooglePlay	US UTILITIES Free	Jan 22, 2016
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.0.2251 6.1800	3.44	-	0	0	iOS	iTunes	US UTILITIES Free	May 13, 2015
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.0.0301 16.1000	3.44	-	0	0	iOS	iTunes	US UTILITIES Free	May 13, 2015
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.3	3.24	-	0	0	iOS	iTunes	US UTILITIES Free	May 13, 2015
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.0.0620 16.1700	5.93	1,000	17	6	Android	GooglePlay	US UTILITIES Free	Jun 21, 2016
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1612 26.1500	5.93	1,000	19	7	Android	GooglePlay	IL UTILITIES Free	Dec 27, 2016
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1612 26.1500	5.93	1,000	19	7	Android	GooglePlay	NL UTILITIES Free	Dec 27, 2016
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1612 26.1500	5.93	1,000	20	7	Android	GooglePlay	US UTILITIES Free	Dec 27, 2016
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1612 26.1500	5.93	1,000	20	7	Android	GooglePlay	NZ UTILITIES Free	NA
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1612 26.1500	5.93	1,000	20	7	Android	GooglePlay	SE UTILITIES Free	Dec 27, 2016
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1612 26.1500	5.93	1,000	21	7	Android	GooglePlay	KR UTILITIES Free	Dec 27, 2016
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1705 03.1900	5.68	1,000	21	7	Android	GooglePlay	SE OTHERS Free	May 08, 2017
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1705 03.1900	5.68	1,000	21	7	Android	GooglePlay	US OTHERS Free	May 08, 2017
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1706 23.1500	5.93	1,000	21	7	Android	GooglePlay	US OTHERS Free	Jul 03, 2017
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1708 23.1400	5.68	5,000	22	8	Android	GooglePlay	KY OTHERS Free	Sep 05, 2017
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1708 23.1400	5.68	5,000	22	8	Android	GooglePlay	BM OTHERS Free	Sep 05, 2017
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1708 23.1400	5.68	5,000	22	8	Android	GooglePlay	SM OTHERS Free	Sep 05, 2017
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1708 23.1400	5.68	5,000	22	8	Android	GooglePlay	VG OTHERS Free	Sep 05, 2017
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1708 23.1400	5.68	5,000	22	8	Android	GooglePlay	KR OTHERS Free	Sep 05, 2017
Vigilant Mobile Companion	com.vigilant.solutions.mobilecompanion	1.1.1708 23.1400	5.68	5,000	22	8	Android	GooglePlay	MV OTHERS Free	Sep 05, 2017

From: Smith, Amber
Sent: 21 Feb 2018 15:28:02 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

(b) – I agree with your characterization of "misuse". I do think, however, we should put some time parameters around "as soon as practicable". Perhaps "…as soon as practicable, but in no event later than 24 hours after discovery."

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)(6)

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Tuesday, February 20, 2018 5:47 PM
To: Smith, Amber; (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Good Evening,
I am in the process of proposing language to the contract to provide an avenue for TRSS or Vigilant employees to report misuse. I have drafted the language below as a starting point. Please feel free to modify as necessary.

"In the event that TRSS or its partners discover or suspect misuse of the service by an individual, it should be reported to the COR or Contracting Officer as soon as practicable after the discovery."

My expectation is that the first question from the vendor will be to ask what we mean by "misuse." I believe that in the spirit of the PIA and our above board use of the system, that we should be broad in our definition of misuse. I would assume that it would be defined to include anything that TRSS or its partners could reasonably conclude was outside of the intended use of the system for law enforcement purposes.

Please let me know your thoughts.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6)
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 6:14 PM
To: (b)(6);(b)(7)(C); Smith, Amber
Cc: (b)(6);(b)(7)(C); Price, Corey A; (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

(b)(5);(b)(7)(E)

OAQ-The vendor is required to submit an audit log quarterly and upon request.

OAQ-The agreement is silent on the Contractor reporting Government misuse. We will be issuing a modification to include the PSU language, which provides a method for the Contractor to provide notice to the COR in the event of misuse but that is misuse of Contractor employees. We will need to add this language via modification if we want it to be a requirement. We may want to focus on the agency managers and the audit logs for this response until we issue the modification.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief

DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 5:43 PM
To: (b)(6);(b)(7)(C); Smith, Amber; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C); Price, Corey A; (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

HSI input

(b)(6);(b)(7)(C)
Acting Chief of Staff
ICE-Homeland Security Investigations
Cell: (347) 992-(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 1:50 PM
To: (b)(6);(b)(7)(C); Smith, Amber; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C); Price, Corey A; (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Adding OPA input to the attachment

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 1:46 PM
To: Smith, Amber; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C) M; Price, Corey A; (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Adding (b)(6);(b) please include him in your consolidated version with the questions in the attached when you forward.

Thanks.

From: Smith, Amber
Sent: Friday, February 16, 2018 1:43 PM
To: (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C); Price, Corey A
Subject: RE: NPR Questions on license plate readers

Sorry, (b)(6) – Would you mind re-sending with the input I just provided incorporated?

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Mobile: (202) 487-(b)(6)
Main: (202) 732-(b)(6)

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 1:41 PM
To: (b)(6);(b)(7)(C) Smith, Amber; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C) ; Price, Corey A
Subject: RE: NPR Questions on license plate readers

Thank you, all! This is where we are with the responses I have received so far (OAQ and ERO), with OPA recommended edits, suggestions and questions highlighted:

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

From: (b)(6);(b)(7)(C)
Sent: Friday, February 16, 2018 1:20 PM
To: Smith, Amber; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C) Price, Corey A
Subject: FW: NPR Questions on license plate readers

Good afternoon all –

Enforcement has reviewed the questions and provides the attached responses, with the concurrence of AD Price.

Please let me know if you require any follow up to the attached.

(b)(6);(b)(7)(C)
Detention and Deportation Officer / (a) DCoS
Enforcement Division
Criminal Alien Program
ICE Headquarters
Immigration and Customs Enforcement
Department of Homeland Security
Desk: 202-732-(b)(6); / Cell: 202-345-(b)(6);

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From: Smith, Amber
Sent: Friday, February 16, 2018 12:48 PM
To: Bennett, Danielle; Price, Corey A; Quigley, William

Cc: (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Hi all – Lyn asked me to handle for IGP. If the plan is to respond to each question, I recommend we get draft responses together and walk through as a group. I'm copying (b)(6);(b so he can assist with providing proposed language on those we have information about.

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6
Mobile: (202) 487-(b)(6
Main: (202) 732-(b)(6

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: Rahilly, Lyn M
Sent: Thursday, February 15, 2018 5:05 PM
To: (b)(6);(b)(7)(C) ; Smith, Amber
Cc:
Subject: RE: NPR Questions on license plate readers

Adding Amber.

Lyn Rahilly
Assistant Director for Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);
Main: (202) 732-(b)(7)(

Questions? Please visit the Information Governance & Privacy Office website at
https://insight.ice.dhs.gov/mgt/igp/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 10:26 AM
To: Price, Corey A; Rahilly, Lyn M; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: OPA: NPR Questions on license plate readers

Corey, (b) and Lyn – despite my best efforts to talk this NPR reporter down from this story, she is pursuing it and has a number of questions (see below). I recommend we respond to the questions but decline the recorded interview as I see nothing to gain by doing this interview. I'll remind her that NPR did an extensive sit-down interview on ERO's enforcement priorities with EAD Albence that never aired.

What's the best way for me to get responses to these questions? Some of these are for contracting and some should have HSI weigh-in but the majority are ERO related or at least more interested in admin arrests.

Copying (b)(6);(for HSI since I'm not sure who is the HSI POC on this.

Her deadline is tomorrow/early next week but I'm going to let her know that we'll need more time to respond and that we don't conduct interviews about law enforcement tools and techniques.

Thanks,
(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 14, 2018 8:37 PM
To: (b)(6);(b)(7)(C)
Subject: NPR Questions

Hi (b)(6);(

I finally had an opportunity to read through the DHS statement and the two sets of Privacy Impact Assessments (2017 & 2015) you sent along last week.

After going through them, I have a series of questions which I am including below but would ideally like someone to answer in a recorded radio interview. This is, after all, a story that will be broadcast across one of NPR's national flagship programs and having ICE equally represented in the story is imperative. Perhaps you can arrange for a conversation with Executive Associate Director Matthew Albence or Chief Privacy Officer Philip Kaplan? I'm happy to come either one of them at their earliest availability.

Here are some questions I've begun thinking about:

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)



That's all I can think of for now.

Let me know if you need any additional information from me. I'd love to speak with someone by the end of the day Friday, though early next week would work too.

Best regards,
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 07, 2018 1:15 PM
To: (b)(6);(b)(7)(C)
Subject: License plate reader contrat statement

(b)(6);(b)(7)(C)

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

Dani Bennett
National Spokesperson
Office of Public Affairs
U.S. Immigration and Customs Enforcement (ICE)
Desk: 202-732-(b)(6);(
Mobile: 813-230-(b)(6);
(b)(6);(b)(7)(C)

OAQ/ERO/HSI: Please confirm.

I don't remember where we landed in the SOW/final contract. Perhaps OAQ can advise?

I believe the logs are supposed to be provided to DHS agency managers on a quarterly basis, not just made available. OAQ, can you please confirm?

Also, they are asking about how soon ICE would hear from the vendor if they discovered someone had used the service inappropriately. In my opinion, our response should focus on that and the affirmative review by DHS agency managers should be spoken to as a failsafe, of sorts.

From: (b)(6);(b)(7)(C)
Sent: 5 Oct 2017 08:59:35 -0400
To: (b)(6);(b)(7)(C)
Subject: RE: Operational Question for ERO/HSI

Unfortunately I have another meeting at that time, but if you use scheduling assistant, my calendar is up to date.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Privacy & Records Office
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Thursday, October 5, 2017 8:42 AM
To: (b)(6);(b)(7)(C)
Subject: RE: Operational Question for ERO/HSI

(b)(6);(b)(7

It does. I am available at 10 AM on Tuesday. Does that work for you?

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contract Specialist
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, October 02, 2017 8:49 AM
To: (b)(6);(b)(7)(C)
Subject: RE: Operational Question for ERO/HSI

Good morning (b)(6);(b)(7)(C)

I just remembered that I'll be at a conference Thursday and Friday this week. Perhaps we can touch base next week?

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Friday, September 29, 2017 4:04 PM
To: (b)(6);(b)(7)(C)
Subject: RE: Operational Question for ERO/HSI

Great! Let's talk on Thursday. Attached are my initial comments. More to follow.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contract Specialist
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, September 29, 2017 4:01 PM
To: (b)(6);(b)(7)(C)
Subject: RE: Operational Question for ERO/HSI

Thanks very much for the clarification, (b)(6);(b)(7) I'll let Amber know about the batch upload number to see how we can best amend the final contract. I'm teleworking today since I got in last night (after midnight) from traveling. I'm happy to discuss further later next week.

(b)(6);(b)(7)(C
Senior Privacy Compliance Specialist
Privacy & Records Office
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Friday, September 29, 2017 3:59 PM
To: (b)(6);(b)(7)(C)
Subject: RE: Operational Question for ERO/HSI

Hi (b)(6);(b)(

I'll be working with ERO to see how many they expect an individual user to upload yearly. Please note that the SOW has a maximum of 2,500 license plate records for a **batch upload**. It doesn't specify how many license plates an individual user can upload yearly on an individual basis. Hoping to get that information and we will be able to either add that as a requirement or establish a policy on how many individual license plates can be added to the Alert List per user.

I tried to call you to discuss some requests to the SOW. I am out of the office Monday-Wednesday next week but please let me know if you have time to talk Thursday or Friday. Please let me know.

Thank you,
(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contract Specialist
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, September 27, 2017 2:51 PM
To: (b)(6);(b)(7)(C)
Subject: Operational Question for ERO/HSI

Hi (b)(6);(b)(7)(C)

One of the issues we discussed on the phone yesterday was how many records can be maintained in the Alert List. The SOW previously said 2,500, but the TRSS Response said that Vigilant can provide up to 10 million. Would you be able to coordinate with the program offices to see how many Alert List records they'd need record of (on a per person basis)? We want to make sure they're able to fulfill their missions while at the same time limiting the Alert List to those cases that are truly mission necessary.

I know that there are already some questions that you're going to clarify with ERO and HSI, so if you could add this to the list that would be great, and we can amend the SOW as necessary.

Please feel free to reach out with any questions.

(b)(6);(b)(7)(C
Senior Privacy Compliance Specialist
Privacy & Records Office

U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Main: (202) 732-(b)(7

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Mon, 18 Dec 2017 18:10:59 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Potential Privacy Call
Attachments: smime.p7s

Yes, someone(s) from Vigilant will be available. As I said, I'm not available 2-3ET (because we've got a call about the response) but am otherwise at your service.

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, December 18, 2017 1:05 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: Potential Privacy Call

(b)(6);(b)(7)(

If we have a call with privacy, they most likely will have questions about the system. Is there any way we could also have a representative from Vigilant for that call? Working on times now.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(
Mobile: (202) 878-
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 24 Jan 2018 17:54:30 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: Re: Privacy LPR Demo

1-2 on Thursday works for us.
Please confirm and I'll send an invite later this evening.
. . . . . .
(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
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On Jan 24, 2018, at 11:18, (b)(6);(b)(7)(C) wrote:

> Hi (b)(6);(b)(7)(C
> How does your schedule look for after 2:00PM on Wednesday and 1-2 or 3-4 on Thursday?
> Do you have a preference?
>
> Thanks,
>
> (b)(6);(b)(7)(C) ***CPPB, CFCM***
> **Detention, Compliance and Removals (DCR) | Unit Chief**
> DHS | ICE | Office of Acquisition Management (OAQ)
> Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
> Email: (b)(6);(b)(7)(C)
>
> NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.

From: (b)(6);(b)(7)(C)
Sent: 24 Jan 2018 14:17:35 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: query for an article on ICE and ALPR

Thanks. I just circulated an email to the group that was involved in the initial discussions about an OPA statement to see if it still made sense.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 24, 2018 2:15 PM
To: (b)(6);(b)(7)(C)
Subject: RE: query for an article on ICE and ALPR

Hi (b)(6);(
Yes I got it as well. The reporter called me directly, but I asked him to work through you all.

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 24, 2018 1:59 PM
To: (b)(6);(b)(7)(C)
Subject: FW: query for an article on ICE and ALPR

Did this email reach you? It had a weird address for you, so I wasn't sure.

From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 24, 2018 1:15 PM
To: ICEMedia
Cc: (b)(6);(b)(7)(C)
Subject: query for an article on ICE and ALPR

Hi,

I hope this email finds you well. I'm working on an article about some recent ALPR moves ICE has made in the last month. I've seen a new sole-source contract published along with a new privacy impact assessment that seems to open the door for direct queries of the unnamed database. I know ICE has worked with ALPR tech in the past, but together, those seem to indicate a significant expansion of ICE's access to license plate data.

I'd love to talk to someone who worked on the acquisition or the PIA to talk about what's changing here. Maybe we can set up a call for later this week? You can reach me at this email or at 412-401-(b)(6) Looking forward to talking more.

Best,

(b)(6);(b)(7)(C) | Reporter

The Verge is part of Vox Media.

Introducing Circuit Breaker, a new gadget blog from *The Verge*.

From: Smith, Amber
Sent: 5 Sep 2017 14:48:33 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: SOW for TRSS/LPRs

Hi (b)(6)- I'll ask (b)(6);(b) to take a look. He is also going to work on a revised schedule for the PIA Update, which, as we have discussed, has to be approved by the Department before the contract can be finalized. We'll share with you and the program POCs as soon as the schedule is updated.

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(
Main: (202) 732-(b)(7)(C)

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Tuesday, August 29, 2017 7:22 PM
To: Smith, Amber
Cc: (b)(6);(b)(7)(C)
Subject: RE: SOW for TRSS/LPRs

Hi Amber,
I think given the concerns from Privacy it would be best if you all took the first pen to the SOW, especially as it relates to the Privacy concerns. We are happy to draft language that will clarify the role and responsibility of TRSS, but we can do that once the other changes are made.

I've copied (b)(6);(b)(7)(C) who will also be working this requirement for OAQ.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: Smith, Amber
Sent: Tuesday, August 29, 2017 5:19 PM
To: (b)(6);(b)(7)(C)

Cc: (b)(6);(b)(7)(C)
Subject: SOW for TRSS/LPRs

Hi (b)(6) Are you planning to take the first pen on modifying the SOW to clarify TRSS' role as primary (Vigilant as sub) or does someone else have the lead on that? We're happy to work with whoever has the task.

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);
Main: (202) 732-(b)(7)(

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: 4 Jan 2018 17:08:56 +0000
To: (b)(6);(b)(7)(C)
Subject: RE: Splash Screen Language
Attachments: Splash Screen Language (FINAL 01 03 2018).docx

I have been told that this is the final version.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, January 04, 2018 11:07 AM
To: (b)(6);(b)(7)(C)
Subject: Re: Splash Screen Language

No issues. Get me the language when you've got it!

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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On Jan 4, 2018, at 10:45, (b)(6);(b)(7)(C) wrote:

> Hi (b)(6);(b)(7)(
> FYI, the language I sent yesterday with regard to the splash screen may end up being modified. It was sent to me as approved, however there have been some minor tweaks to the language considered. I don't know how this would affect your team so I wanted to let you know as soon as possible. The majority of the language will remain the same but we are discussing a few "may to will" type changes.
>
> Please let me know if you have any issues.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 03, 2018 4:34 PM
To: (b)(6);(b)(7)(C)
Subject: FW: Splash Screen Language

Hi (b)(6);(b)(7)(
Please see the splash screen language.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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Splash Screen Language (FINAL January 3, 2018)

Welcome to Vigilant's LEARN LPR Database. This system is for authorized ICE users only. Before using the database, you must read and consent to the following:

(1) Law Enforcement Purpose: You will access, collect, and/or use LPR data and technology only for authorized criminal and administrative law enforcement purposes. Authorized law enforcement purposes mean that your use must be associated with an ongoing investigation, target of investigation, and/or targeted enforcement activities.

(2) Querying the Commercial LPR Data Service: A license plate number is required for every query of the commercial LPR data service.

(3) Use of Commercial LPR Data: You will not take enforcement action based solely on data collected from Vigilant's LEARN database. LPR data must be supplemented with other investigative information before enforcement action is taken.

(4) Auditing User Activity: All actions that you take while logged into the database will be recorded in an audit log. This audit log will be available to DHS Agency Managers quarterly, and to supervisors and the ICE Office of Professional Responsibility upon request.

(5) Adding License Plate Numbers to Alert Lists: You may only add license plate numbers to an Alert List that relate to an ongoing ICE investigation or enforcement activity. You will not gather and add license plate numbers to Alert Lists based solely on race, ethnicity, nationality, religious affiliation, sex, sexual orientation, or other protected status, unless authorized by law. You may only add a maximum of 2,500 license plates to a single Alert List.

(6) Removing License Plate Numbers from Alert Lists: You must remove license plates from Alert Lists once they no longer relate to an ongoing ICE investigation or enforcement activity.

(7) Free-Text Field**:** You must complete the free-text field to reference the specific case for which a query was performed. At a minimum, you must enter the subject's name, and either the corresponding case number or Alien Registration Number (A-number).

(8) Data Retention: You will retain relevant query results in the appropriate case file or IT system according to the corresponding records retention schedule. You will not retain LPR data that is not related to an ICE investigation or enforcement activity.

(9) Training: Before accessing Vigilant's LEARN LPR data service, you must have already completed training on the use of this database, as well as annual privacy and records training.

(10) Penalties: Unauthorized or improper use of the system may subject you to discipline, in accordance with ICE policy.

Acknowledgment: I acknowledge receipt of, understand my responsibilities, and will comply with the rules of behavior for Vigilant's LEARN LPR data service.

Name/Signature/Date

From: (b)(6);(b)(7)(C)
Sent: 19 Dec 2017 22:13:50 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters Response to RFQ 70CDCR18Q00000005 - LPR Database Access - Source Selection Sensitive - Due 12/18/17

Thanks, (b)(6);(b)(7 Acknowledging receipt of your questions/points. Will aim to respond tomorrow as requested.

(b)(6);(

From: (b)(6);(b)(7)(C)
Sent: Tuesday, December 19, 2017 5:09 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters Response to RFQ 70CDCR18Q00000005 - LPR Database Access - Source Selection Sensitive - Due 12/18/17

(b)(6);(b)(7)(C)

Please see attached discussion points for 70CDCR18Q00000005. Please address all issues and concerns attached. Please respond NLT 3:00 PM EST tomorrow, December 20, 2017.

Please note that the terms and conditions of the anticipated contract will not apply to the current CLEAR contract.

Please contact me with any questions.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(
Mobile: (202) 878 b)(7)(
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Monday, December 18, 2017 5:49 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: Thomson Reuters Response to RFQ 70CDCR18Q00000005 - LPR Database Access - Source Selection Sensitive - Due 12/18/17
Importance: High

Hi, (b)(6);(b)(7)(C)

On behalf of (b)(6);(b)(7)(C) and the Thomson Reuters (DBA West Publishing Corporation) team, along with our partner, Vigilant Solutions, I am submitting our response to RFQ 70CDCR18Q00000005, for Access to License Plate Reader Data. To comply with the instruction to provide no pricing information in the Technical Quote, we are submitting separate technical and price quote files. Here is a summary of the attached files comprising our quote:

- PDF Technical Response, including individual responses to SOW requirements and our Past Performance information
- PDF Price Quote, including a copy of the Excel table included with the RFQ, our vendor terms, conditions, assumptions, and requested exceptions for negotiation
- PDF Signed , including notations about our reps and certs through the SAM site in the corresponding areas of the solicitation document
- Excel Price File

We have aimed to comply with the instructions and requirements, but welcome any questions that may arise as our information is being evaluated. You may reach me using the contact information that follows this message, and will be available tomorrow. Of course, you're well acquainted with how to reach Catherine!

Regards,
(b)(6);(b

(b)(6);(b)(7)(C) **CF APMP**
Senior Proposal and Compliance Coordinator
Office of General Counsel

Thomson Reuters
the answer company

Phone: +1(703) 219-(b)(6);
Mobile: +1(703) 909-(b)(7)(

(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 22 Dec 2017 21:31:01 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters signed order

Many thanks, (b)(

Hope you and yours have a wonderful holiday season.

(b)(6);(

From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 4:27 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters signed order

Hi (b)(6);(
Attached please find the fully executed copy of the award document. Your email below is correct. The Government will re-allocate all funding above (b)(4) for the first month to CLIN 0002 upon exercise of the first option period.

The total amount for the order if all options are exercised will match your price quote of (b)(4)

Thank you to all of the parties involved. I hope you have a safe and very happy holiday.

Please let us know if you need anything further.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email:(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 4:01 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: Thomson Reuters signed order
Importance: High

Hi, (b)(6);(b)(7)(C)

We have attached the signed agreement! Please return a copy of the fully executed order to us.

My understanding is that you've purposefully overfunded the base period for budgetary reasons, but expect to be charged only (b)(4) as quoted, for the Base Period. If that's correct, to enable our finance and order fulfillment teams to process the order correctly, would you please send an email that states that?

Thanks,
(b)(6);

(b)(6);(b)(7)(C) **CF APMP**
Senior Proposal and Compliance Coordinator
Office of General Counsel

Thomson Reuters
the answer company

Phone: +1(703) 219-(b)(6);
Mobile: +1(703) 909-(b)(7)(

(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Fri, 15 Dec 2017 13:56:58 +0000
To: (b)(6);(b)(7)(C)
Subject: RE: ICE LPR
Attachments: smime.p7s

Perfect, thanks!

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 8:54 AM
To: (b)(6);(b)(7)(C)
Subject: RE: ICE LPR

(b)(6);(b)(7)(

The QASP was included in the previous document (b) sent you, starting on p. 12. The draft pricing spreadsheet is attached.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(b)(7)(
Mobile: (202) 878-
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 8:37 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: ICE LPR

(removed (b)(6); because he's on vacation)

Good morning-

Can you please send the QASP and pricing forms, if available?

Thanks,
(b)(6);(b)(7)(

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 7:24 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: ICE LPR

Hi (b)(6);(b)(7)(
Please see the current version of the RFQ. As mentioned there may be some tweaks to the final SOW. Other than items related to the questions we sent earlier, the only other item being discussed right now is the following paragraph.

- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query.

We are discussing whether to remove that requirement from the SOW.

Please let us know if you need anything.

Thanks

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 14, 2017 6:40 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: Re: ICE LPR

Just its existence.

It's not as straightforward as an RFQ response and that causes some consternation. We've done them before, so there's no reason to worry; it's just the grumbling of our team.

I look forward to receiving what you can send when you can send it.

Kind regards,
(b)(6);(b)(7)(
. . . . . .
(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
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On Dec 14, 2017, at 16:29, (b)(6);(b)(7)(C) wrote:

> Thanks (b)(6);(b)(7)(C)
> Anything in particular about the QASP?
>
> (b)(6);(b)(7)(C) ***CPPB, CFCM***
> **Detention, Compliance and Removals (DCR) | Unit Chief**
> DHS | ICE | Office of Acquisition Management (OAQ)
> Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6);(
> Email: (b)(6);(b)(7)(C)
>
> NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.
>
> **From:** (b)(6);(b)(7)(C)
> **Sent:** Thursday, December 14, 2017 6:28 PM
> **To:** (b)(6);(b)(7)(C)
> **Cc:**
> **Subject:** Re: ICE LPR

If you can send what you've got, we can likely do a Monday AM return. There's some heartburn around the QASP.

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
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On Dec 14, 2017, at 16:25, (b)(6);(b)(7)(C) wrote:

> Hi (b)(6);(b)(7)(C
> How soon could they put a response together? Wed like as soon as possible. Perhaps the latest we could receive it would be Monday AM. We can send the finalish version tonight if that would help.
>
> Thanks
>
> (b)(6);(b)(7)(C) ***CPPB, CFCM***
> **Detention, Compliance and Removals (DCR) | Unit Chief**
> DHS | ICE | Office of Acquisition Management (OAQ)
> Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
> Email: (b)(6);(b)(7)(C)
>
> NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.
>
> **From:** (b)(6);(b)(7)(C)
> **Sent:** Thursday, December 14, 2017 5:27 PM
> **To:** (b)(6);(b)(7)(C)
> **Cc:**
> **Subject:** Re: ICE LPR

Hopefully my voice will have returned by then!

I've sent this questions to the product specialist and will provide you with the answers as soon as I've got them.

If released tomorrow, when would you expect a response? (Just want to inform contracts team)

Thank you,
(b)(6);

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
This email contains information from Thomson Reuters Special Services, LLC. that may be sensitive and confidential. The message is to be used solely by the intended recipient. If you are not that recipient, you received this message in error and are requested to delete it (and all copies). You are further requested to neither reproduce nor share the contents of this message with anyone except the intended recipient and to notify the sender of the erroneous transmission. Your cooperation is appreciated.

On Dec 14, 2017, at 15:06, (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C) wrote:

> Hi (b)(6);(b)(7)(C
> Barring any setbacks we will send you the rfq tomorrow.
>
> Please see the questions below:
>
> (1) When ICE users share Alert List data with other ICE users, are they able to pick and choose which records to share, or do they have to share their entire Alert List containing every entry?
> (2) Who does the vendor specifically notify for de-confliction purposes? For example, if Officer 1 wants to add a license plate number to his Alert List that already appears on Officer 2's list, do both officers get notified, or is it just Officer 1?
> (3) What does the de-confliction notification actually say? Does it say "this license plate already exists on another user's Alert list" or "(b)(6);(b)(7)(C) already has this license plate on his/her Alert List." Basically, does it specify which agent/officer already has the alert record?

(4) Is the process of "flagging an Alert List plate for de-confliction" an automated capability of the LPR service, or is that something that ICE users have to do manually?

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 4:34 PM
(b)(6);(b)(7)(C)
Subject: Re: ICE LPR

Hi (b)(6);(b)(7)(C)
As (b)(6); mentioned I'm available and ready to answer any questions you may have.
Kind regards
(b)(6);(b)(7)(C

. . . . . .

(b)(6);(b)(7)(C)
Client Relationship Manager
Thomson Reuters Special Services, LLC
M 443-622-(b)(6);(b)(7)(C)
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sender of the erroneous transmission. Your cooperation is appreciated.

On Dec 14, 2017, at 13:04, (b)(6);(b)(7)(C) (b)(6);(b)(7)(C) wrote:

> Thanks (b)(6);(
> Is there someone we should be working with at TRSS to finalize this while you are away?
>
> We expect a few questions that we will need to send to TRSS as a result of this meeting.

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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> **From:** (b)(6);(b)(7)(C)
> **Date:** Thursday, Dec 14, 2017, 2:59 PM
> (b)(6);(b)(7)(C)
> **Subject:** RE: ICE LPR
>
> Hi (b)(6
>
> Thank you for the update, very much appreciated. I know you are doing all you can. Just an FYI, I'm heading out of country tomorrow morning but will have access to email and phone if needed. I will

be back 12/21. (b)(6);(b)(7)(C) will be running point on the response.

Thanks again, talk soon.

(b)(6);(b)(7)(C)
Director, Homeland Security & Federal Law Enforcement Programs
Thomson Reuters Special Services, LLC
M 571.205.(b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

Sent: Thursday, December 14, 2017 2:53 PM

(b)(6);(b)(7)(C)

Subject: ICE LPR

Hi (b)(6);(
We have a call this afternoon at 4:00pm. I will hopefully be able to provide the way forward after that call. For the current time I do not have any information other than what has already been shared. We hope to be able to send you the final rfq sometime this evening, and to try to award the contract sometime next week. We have made preliminary contact with the office of legislative affairs so we hope that the congressional notification process will go smoothly. We are waiting on the final go ahead from ICE Leadership.

If there is anything I can do to speed up the process please let me know.

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(

Email: (b)(6);(b)(7)(C)

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From: Weinberg, Bill
Sent: 11 Dec 2017 12:49:36 -0500
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: LES: TRSS LPR J&A

Let's get this to the M&A front office for awareness as well as CFO/OCR. I understood the PIA was up with the Department for approval and we might have to wait for that.

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Monday, Dec 11, 2017, 9:50 AM
(b)(6);(b)(7)(C) Weinberg, Bill (b)(6);(b)(7)(C)
Subject: FW: LES: TRSS LPR J&A

Good Morning,
We are happy to route this through the normal channels, but I wanted to give you all a chance to look at the direction we were going with the License Plate database award. I have attached our draft j&a and the LES memo submitted by the program office.

Please let us know if you have any questions or need any additional information.

Thanks,

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(b
Email: (b)(6);(b)(7)(C)

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the

From: (b)(6);(b)(7)(C)
Date: Monday, Dec 11, 2017, 9:42 AM
To: (b)(6);(b)(7)(C)
Subject: FW: LES: TRSS LPR J&A

(b)(6);

J&A attached.

Thank you,

(b)(6);(b)(7)(C)

Detention, Compliance & Removals (DCR) | Contracting Officer
DHS | ICE | Office of Acquisition Management (OAQ)
Office: (202) 732-1
Mobile: (202) 878
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: 15 Dec 2017 22:45:54 +0000
To: Rahilly, Lyn M;Johnson, Liz;(b)(6);(b)(7)(C);Price, Corey A;Weinberg, Bill;Smith, Amber
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR Synopsis
Attachments: 02.06_70CDCR18R00000001.pdf

All,
The notice has been posted. Thanks to everyone for your help.

You can find the FBO link here:
(b)(7)(E)

Additionally, attached to this email is the final version of the solicitation.

Please let us know if you need any additional information.

Have a great weekend!

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(b)(7)(C)
Email: (b)(6);(b)(7)(C)

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.

From: Rahilly, Lyn M
Sent: Friday, December 15, 2017 5:32 PM
To: Johnson, Liz; (b)(6);(b)(7)(C) Price, Corey A; Weinberg, Bill; (b)(6);(b)(7)(C) Smith, Amber
Subject: RE: LPR Synopsis

I have to defer to OAQ here. The top 2 paragraphs are ok with me but I don't know what if anything should be in the last (third).

Lyn Rahilly
Assistant Director for Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);
Main: (202) 732-(b)(7)(

Questions? Please visit the Information Governance & Privacy Office website at https://insight.ice.dhs.gov/mgt/igp/Pages/index.aspx.

From: Johnson, Liz
Sent: Friday, December 15, 2017 5:31 PM
To: (b)(6);(b)(7)(C) Price, Corey A; Rahilly, Lyn M; Weinberg, Bill; (b)(6);(b)(7)(C) Smith, Amber
Subject: RE: LPR Synopsis

Is this still being revised? Just would like confirmation on final version when posted. Thanks!

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 4:47 PM
To: Price, Corey A (b)(6);(b)(7)(C), Rahilly, Lyn M (b)(6);(b)(7)(C)
Weinberg, Bill (b)(6);(b)(7)(C), Smith,
Amber (b)(6);(b)(7)(C), Johnson, Liz (b)(6);(b)(7)(C)
Subject: RE: LPR Synopsis

I don't see any issues of concern with the rest of the langauge

From: Price, Corey A
Sent: Friday, December 15, 2017 4:40 PM
To: Rahilly, Lyn M; Weinberg, Bill; (b)(6);(b)(7)(C) Smith, Amber; Johnson, Liz
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR Synopsis

Apparently our emails crossed. Thanks Lyn

From: Rahilly, Lyn M
Sent: Friday, December 15, 2017 4:39 PM
To: Weinberg, Bill; (b)(6);(b)(7)(C) Smith, Amber; Johnson, Liz; Price, Corey A
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR Synopsis

Correct as I mentioned, I need OAQ to advise what to write in its place or whether to just delete the last paragraph. I do not have experience with FedBizOps requirements so I cannot answer that question.

Lyn Rahilly
Assistant Director for Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Questions? Please visit the Information Governance & Privacy Office website at
https://insight.ice.dhs.gov/mgt/igp/Pages/index.aspx.

From: Weinberg, Bill
Sent: Friday, December 15, 2017 4:38 PM
To: Rahilly, Lyn M; (b)(6);(b)(7)(C) Smith, Amber; Johnson, Liz; Price, Corey A
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR Synopsis

The synopsis below says we won't be providing the SOW, so that will have to be modified.

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: Rahilly, Lyn M <(b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 4:35 PM
To: (b)(6);(b)(7)(C), Weinberg, Bill <(b)(6);(b)(7)(C)
Smith, Amber <(b)(6);(b)(7)(C), Johnson, Liz <(b)(6);(b)(7)(C), Price, Corey A
(b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: LPR Synopsis

Yes include SOW.

I believe the version below is fine but would like to wait and get OPA concurrence before you proceed. I've added (b)(6);(b)(7)(C) and Liz is already on this chain.

Lyn Rahilly
Assistant Director for Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);
Main: (202) 732-(b)(7)

Questions? Please visit the Information Governance & Privacy Office website at https://insight.ice.dhs.gov/mgt/igp/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 4:34 PM
To: Weinberg, Bill; Rahilly, Lyn M; Smith, Amber; Johnson, Liz; Price, Corey A
Subject: RE: LPR Synopsis

The FBO posting is ready. I just need to know the final approved version of the synopsis and whether or not to include the SOW. I am happy to use the version below if that is approved for release.

Please let me know.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: Weinberg, Bill
Sent: Friday, December 15, 2017 4:21 PM
To: Rahilly, Lyn M; (b)(6);(b)(7)(C) Smith, Amber; Johnson, Liz; Price, Corey A
Subject: RE: LPR Synopsis

I thought they had opined to post the SOW as the information contained therein has already been publicized.

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: Rahilly, Lyn M <(b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 4:18 PM
To: (b)(6);(b)(7)(C), Smith, Amber <(b)(6);(b)(7)(C)
Johnson, Liz <(b)(6);(b)(7)(C) Weinberg, Bill <(b)(6);(b)(7)(C) Price, Corey A <(b)(6);(b)(7)(C)
Subject: RE: LPR Synopsis

This is the last version I had which we had ERO and the COS review at yesterday's 4pm. They did not have input that I'm aware of.

Obviously the last paragraph would have to be changed or deleted as it still refers to the LES SOW. I'm not sure what if anything would take its place. I defer to OAQ on that.

> "Immigration and Customs Enforcement (ICE) is hereby issuing a combined synopsis/solicitation to obtain query-based access to a commercially available License Plate Reader (LPR) database, as described in the DHS/ICE Privacy Impact Assessment (PIA) titled 'Acquisition and Use of License Plate Reader Data from a Commercial Service', published in March 2015. Prior to use of any commercial LPR database, ICE will issue an update to that PIA describing how the contract resulting from this solicitation meets the privacy requirements established in that PIA. ICE is not seeking to build an LPR database, and will not contribute any data to a national public or private LPR database through this contract.
>
> The NAICs code is 519190. ICE intends to award a firm-fixed price contract for this effort utilizing FAR Part 13 procedures. ICE expects to award a single contract as a result of the solicitation. The RFQ is anticipated to be a sole source procurement.
>
> Due to the law enforcement sensitive nature of this requirement, a solicitation will not be made publically available; however, interested offerors may contact ICE with questions or concerns.

All responsible interested offerors will be permitted an opportunity to demonstrate their ability to provide the required service."

Lyn Rahilly
Assistant Director for Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Main: (202) 732-(b)(7

Questions? Please visit the Information Governance & Privacy Office website at
https://insight.ice.dhs.gov/mgt/igp/Pages/index.aspx.

From: Rahilly, Lyn M
Sent: Friday, December 15, 2017 4:14 PM
To: (b)(6);(b)(7)(C); Smith, Amber; Johnson, Liz; Weinberg, Bill
Subject: RE: LPR Synopsis

BJ – decision was made at yesterday's meeting to include the blurb with the RFQ/SOW – it contains important information that needs to be part of the external messaging. The blurb below is not the current language. I'm adding Liz to see if she has it. I believe it was last provided to her for comment.

Lyn Rahilly
Assistant Director for Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);
Main: (202) 732-(b)(7)(

Questions? Please visit the Information Governance & Privacy Office website at
https://insight.ice.dhs.gov/mgt/igp/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 3:58 PM
To: Rahilly, Lyn M; Smith, Amber
Subject: LPR Synopsis

Good Afternoon,
I am in the process of drafting the synopsis. Has a decision been made about whether or not to post the RFQ to the FBO site with the synopsis? This will obviously impact the language included in the notice.

Proposed language

"Immigration and Customs Enforcement (ICE) is hereby issuing a combined synopsis/solicitation to obtain query based access to a commercially available License Plate Reader (LPR) database. ICE is neither seeking to build nor contribute to a national public or private LPR database.

The RFQ is anticipated to be a sole source procurement. ICE intends to award a firm-fixed price contract for this effort utilizing FAR Part 13 procedures. ICE expects to award a single contract as a result of the solicitation."

Please let me know your thoughts.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET ASIDE

PAGE 1 OF PAGES 51

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING
70CDCR18Q00000005	12/15/2017			

5a. ISSUED BY
ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

6. DELIVERY BY (*Date*)
Multiple

7. DELIVERY
☒ FOB DESTINATION ☐ OTHER (*See Schedule*)

9. DESTINATION
a. NAME OF CONSIGNEE

b. STREET ADDRESS

5b. FOR INFORMATION CALL: (*No collect calls*)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
(b)(6);(b)(7)(C)	202	732-(b)(6);(b)

8. TO:

a. NAME	b. COMPANY

c. STREET ADDRESS

c. CITY

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (*Date*)
12/18/2017 1800 ES

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE (*Include applicable Federal, State and local taxes*)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Request for Quote for Access to License Plate Reader (LPR) database Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/21/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 12/21/2017 to 01/31/2018	1.4	MO		
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Continued ...	12	MO		

12. DISCOUNT FOR PROMPT PAYMENT ▶	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER		
b. STREET ADDRESS	16. SIGNER	
	a. NAME (*Type or print*)	b. TELEPHONE AREA CODE
c. COUNTY		
d. CITY / e. STATE / f. ZIP CODE	c. TITLE (*Type or print*)	NUMBER

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STANDARD FORM 18 (REV. 6-95)
Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2018 to 01/31/2019				
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. (Option Line Item) 05/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2019 to 01/31/2020	12	MO		
0004	Option Period 3 - 02/01/2020 - 09/30/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. (Option Line Item) 08/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2020 to 09/30/2020	8	MO		

Request for Quote for Access to License Plate Database

Contracting Office Address:
Immigration and Customs Enforcement
Office of Acquisition Management
801 I. St NW,
Washington, DC 20536

Description: NAICS Code: 519190 – All Other Information Services.

This is a combined synopsis/request for quote for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6 and under the authority of FAR 13, as supplemented with additional information included in this notice. The North American Industry Classification System (NAICS) Code for this procurement is 519190 and is being conducted as sole source procurement.

The Immigration and Custom's Enforcement's (ICE) Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) is requesting that vendors submit a quote for a firm fixed price contract for access to a license plate reader database as set forth in the attached Statement of Work (SOW).

Period of Performance:

The anticipated period of performance will include a base period of forty-one (41) days, two (2) twelve-month options periods, and one (1) eight-month option period.

Instructions to Offerors/Response Requirement:

Interested contractors must submit information necessary to demonstrate their capabilities to support the ICE requirements including performance requirements, functional requirement, alert list capabilities, mobile device capabilities, audit and reporting capabilities, as specified in the attached Statement of Work. Offerors shall return the complete quotation package, in electronic format. Electronic copies can be sent to (b)(6);(b)(7)(C) at (b)(6);(b)(7)(C) Facsimile and hard copy quotes are not permitted and will be disregarded if received.

All electronic files should be labeled with the Offeror's name, quotation number, submission date and the words "Source Selection Sensitive" and "Law Enforcement Sensitive". Proprietary information shall be clearly marked.

a. **Format.** The submission shall be clearly indexed and logically assembled. Each section shall be appropriately numbered and clearly identified with the date and quotation number in the header and/or footer and shall begin at the top of each page. NOTE: Please submit a signed and dated cover letter with your quote addressed to Mr. William Quigley with your company's contact information. A Table of Contents should be included. Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies to all sections. Times New Roman fonts is suggested.

b. **File Packaging**. Written quotes shall be submitted in one volume with three (3) sections, as outlined below. Use tab indexing sufficient to identify all sections within a particular quote section. The Offeror is required to provide the quote via email to

(b)(6);(b)(7)(C) The Offeror should submit Attachment 4 in Microsoft Excel, with viewable calculations.

The following shall be included in the Narrative discussion:

SECTION I –TECHNICAL APPROACH: The offeror must submit information to demonstrate that the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the Request for Quote and whether the Offeror's methods and approach to meeting the SOW requirements provide the Government with a high level of confidence of successful completion. **No pricing information is to be provided in the Technical Quote.**

Technical Database Information Submittal. The vendor shall provide a description of its electronic information retrieval services that addresses:

- Compliance with the SOW
- Number of current records
- Ability to collect new records
- Identification of states or metropolitan areas where significant records are provided
- Ability to add and/or delete subscribers
- Return time on query

Quality Control Plan. The Offeror's Quality Control Plan (QCP) should describe the methods it will use to review its performance to ensure it conforms to the performance requirements. The Offeror's QCP should include methods that ensure and demonstrate its compliance with the performance requirements and the QASP discussed in Attachment 2.

SECTION II- PAST PERFORMANCE: The contractor shall provide a list of contracts or orders for the purpose of past performance evaluation. The contractor may also provide other forms of documentation which provide information on the company's past performance. Valid past performance is evidence of similar work accomplished within the past three years.

SECTION III– PRICE. The offeror shall complete Attachment 4, with pricing for the base and each option period for each Contract Line Item (CLIN).

A Firm Fixed Price Quote and a written technical quote must be submitted by December 18, 2017 by 6:00 PM EST (1800) via email to (b)(6);(b)(7)(C) and
(b)(6);(b)(7)(C)

Quotes must include the company's name, point of contact, address, area code and telephone number and (**mandatory)** DUNS number. All quotes received without valid DUNS number (those not registered in the System for Award Management (SAM) www.sam.gov), will be considered ineligible.

Issue of the contract will be made to the contractor that offers the best value to the Government, considering price, past performance, and technical in accordance with FAR 13.106. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer confirming to the solicitation will be most advantageous to the Government, price, and other factors considered. The criteria for evaluation are as follows:

1. Technical Capability
2. Past Performance
3. Price.

The above listed evaluation factors are listed in descending order of importance.. Technical and past performance, when combined, is significantly more important than price.

Instructions: FAR 52.212-1 "Instructions to Offerors - Commercial" applies to this acquisition. Offerors are to include a copy of FAR provision 52.212-3 "Offeror Representations and Certifications - Commercial Items" with their response. The following FAR clauses also apply: 52.212-4 "Contract Terms and Conditions - Commercial Items" and 52.212-5 "Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items", with the clauses cited further in this synopsis as being applicable. The aforementioned provisions and clauses can be accessed electronically at http://acquisition.gov/comp/far/index.html. Prospective sources are reminded that award can only be made to a contractor who is registered in the System for Award Management (SAM) (www.sam.gov) database with an active Dun & Bradstreet Number.

Attachments:
Attachment 1: Statement of Work (SOW)
Attachment 2: Quality Assurance Surveillance Plan
Attachment 3: Terms and Conditions
Attachment 4: Price

Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database to support its criminal and immigration law enforcement missions. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE immigration enforcement personnel will query the LPR database using known license plate numbers associated with subjects of their immigration enforcement activities, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries will assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**
    - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office

of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and source of the record.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The Alert List function will include an automated capability that flags license plates for de-confliction.
- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
  - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
  - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
  - Date and time of query; and
  - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.7. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.8. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply to each month of performance. Should a month of performance fall below acceptable standards, the withholding will apply to the monthly invoice.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of LPR Query	Result of LPR query after entered in end-user-computing device	</= 5 seconds after submission

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Withholding Criteria to Monthly Payment
LPR Data Service and Technical Support	4.11.1 4.11.2 4.11.4 4.11.5	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	- 20% withholding for the first hour (or any part thereof) in excess of the 4 hour limitation. - 0.5% withholding for each hour thereafter until the data service is operable. The withholding shall be determined by prorating the number of days deficient within the particular billing month.

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Withholding Criteria to Monthly Payment
Overall Support Service	4.4 4.10	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the Transition In period.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	- 98% / 93% / 88% compliance will result in 2% / 5% / 10% withholding from the invoice(s) of the facilities involved. The withholding shall be determined by prorating the number of days deficient within the particular billing month.
Results of LPR Query	4.5.3 4.6.2	Length of time for Results of LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	- 93% / 88% / 83% compliance will result in 2% / 5% /10% withholding on the total volume of reports for the facility. The withholding shall be determined by prorating the number of days deficient within the particular billing month.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is attached to this QASP.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

_____

Signature – Contracting Officer's Representative

_____

Signature – Contracting Officer

ATTACHMENT 3:
TERMS AND CONDITIONS

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision.

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means.

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in.

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

52.212-1INSTRUCTIONS TO OFFERORS. COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show.

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to.

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by.

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2EVALUATION. COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Technical Approach
II. Past Performance
III. Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS. COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology".

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern".

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American.Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for

award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other _____.

(5) Common parent.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that.

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

FAR 52.212-4CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

☒ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

☐ [Reserved]

☒ 52.204-14 Service Contract Reporting Requirements (OCT 2016)

☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

☐ [Reserved]

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

  ☐ Alternate I (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)

  ☐ Alternate I (JAN 2011)

☐ [Reserved]

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

  ☐ Alternate I (NOV 2011)

  ☐ Alternate II (NOV 2011)

☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

  ☐ Alternate I (OCT 1995)

  ☐ Alternate II (MAR 2004)

☒ 52.219-8 Utilization of Small Business Concerns (NOV 2016)

☒ 52.219-9 Small Business Subcontracting Plan (JAN 2017)

  ☐ Alternate I (NOV 2016)

  ☐ Alternate II (NOV 2016)

  ☒ Alternate III (NOV 2016)

  ☐ Alternate IV (NOV 2016)

☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

☒ 52.219-14 Limitations on Subcontracting (JAN 2017)

☒ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)

☐ 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☐ 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☒ 52.222-3 Convict Labor (JUN 2003)

☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)

☒ 52.222-21 Prohibition of Segregated Facilities (APR 2015)

☒ 52.222-26 Equal Opportunity (SEPT 2016)

☒ 52.222-35 Equal Opportunity for Veterans (OCT 2015)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

☒ 52.222-37 Employment Reports on Veterans (FEB 2016)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

☐ 52.222-50 Combating Trafficking in Persons (MAR 2015)

☐ Alternate I (MAR 2015)

☒ 52.222-54 Employment Eligibility Verification (OCT 2015)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

☐ Alternate I (MAY 2008)

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)

☐ 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)

☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)

☐ Alternate I (OCT 2015)

☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)

☐ Alternate I (JUNE 2014)

☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)

☐ Alternate I (JUNE 2014)

☒ 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ 52.223-20 Aerosols (JUN 2016)

☐ 52.223-21 Foams (JUN 2016)

☒ 52.224-3 Privacy Training (JAN 2017)

☒ Alternate 1 (JAN 2017)

☐ 52.225-1 Buy American – Supplies (MAY 2014)

☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)

☐ Alternate I (MAY 2014)

☐ Alternate II (MAY 2014)

☐ Alternate III (MAY 2014)

☒ 52.225-5 Trade Agreements (OCT 2016)

☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)

☐ 52.232-30 Installment Payments for Commercial Items (JAN 2017)

☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

☐ 52.232-36 Payment by Third Party (MAY 2014)

☒ 52.239-1 Privacy or Security Safeguards (AUG 1996)

☐ 52.242-5 Payments to Small Business Subcontractors (JAN 2017)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

☒ 52.222-41 Service Contract Labor Standards (MAY 2014)

☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)

☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

☒ 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)

☐ 52.237-11 Accepting and Dispensing of $1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

_X_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause—

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_X_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

_X_ 3052.204-71 Contractor Employee Access.

____Alternate I

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ 3052.219-70 Small Business Subcontracting Plan Reporting.

_X_ 3052.219-71 DHS Mentor Protégé Program.

I. FAR Clauses
52.224-1: Privacy Act Notification (APR 1984)
52.224-2: Privacy Act (APR 1984)

II. HSAR Clause
3052.204-71 Contractor employee access (SEP 2012), and Alternate I
Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d)
Information Technology Security and Privacy Training (MAR 2015)

III. IGP Privacy and Records Provisions

PRIV 1.2: Reporting Suspected Loss of Sensitive PII
PRIV 1.3: Victim Remediation Provision
PRIV 1.4: Separation Checklist for Contractor Employees
PRIV 1.6: Prohibition on Performing Work Outside a Gov't Facility/Network/Equipment
PRIV 1.7: Privacy Act Information

REC 1.1: Required DHS Basic Records Management Training
REC 1.2: Deliverables are the Property of the U.S. Government
REC 1.3: Contractor Shall Not Create or Maintain Unauthorized √Records
REC 1.4: Agency Owns Rights to Electronic Information
REC 1.5: Comply with All Records Management Policies√
REC 1.6: No Disposition of Documents without Prior Written Consent√
REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors

PRIV 1.2: Reporting Suspected Loss of Sensitive PII:
Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision:
The Contractor is responsible for notification of victims and provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and Subcontractors, under this contract. The victim remediation services shall include at least 18-months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

PRIV 1.4: Separation Checklist for Contractor Employees:
Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment:
The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.

(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-004 General Information Technology Access Account Record Systems (GITAARS)
DHS/ICE-013 Alien Medical Records
DHS/ICE-011 Criminal Arrest Records and Immigration Enforcement Records (CARIER)

These SORNs may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, 10the Federal Digital System of the Government Publishing Office, available at http://www.gpo.gov/fdsys/.

(End of clause)

REC: 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any

deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.

(End of clause)

REC 1.5: Comply with All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information
In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment
The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this

document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors
The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees
Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. *Reserved – Deleted in accordance with clause prescription*

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated

metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) ***Reserved – Deleted in accordance with clause prescription***

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

From: (b)(6);(b)(7)(C)
Sent: 11 Apr 2018 18:39:37 -0400
To: (b)(6);(b)(7)(C)
Subject: RE: Get-Backs from today's HOGR mtg re: LPR
Attachments: 2018-03-27 - HOGR Get-backs (Vigilant Solutions).docx, DHS ICE Policy Acceptance Form.pdf, Vigilant Coverage Map_032918.png

(b)(6);(b)(7)(C)

Sorry for the delay. I reformatted the response and have it prepped to send to OD for final review and approval. Please review the attached document and add/delete where necessary. I am out of the office tomorrow and Friday.

Thanks,

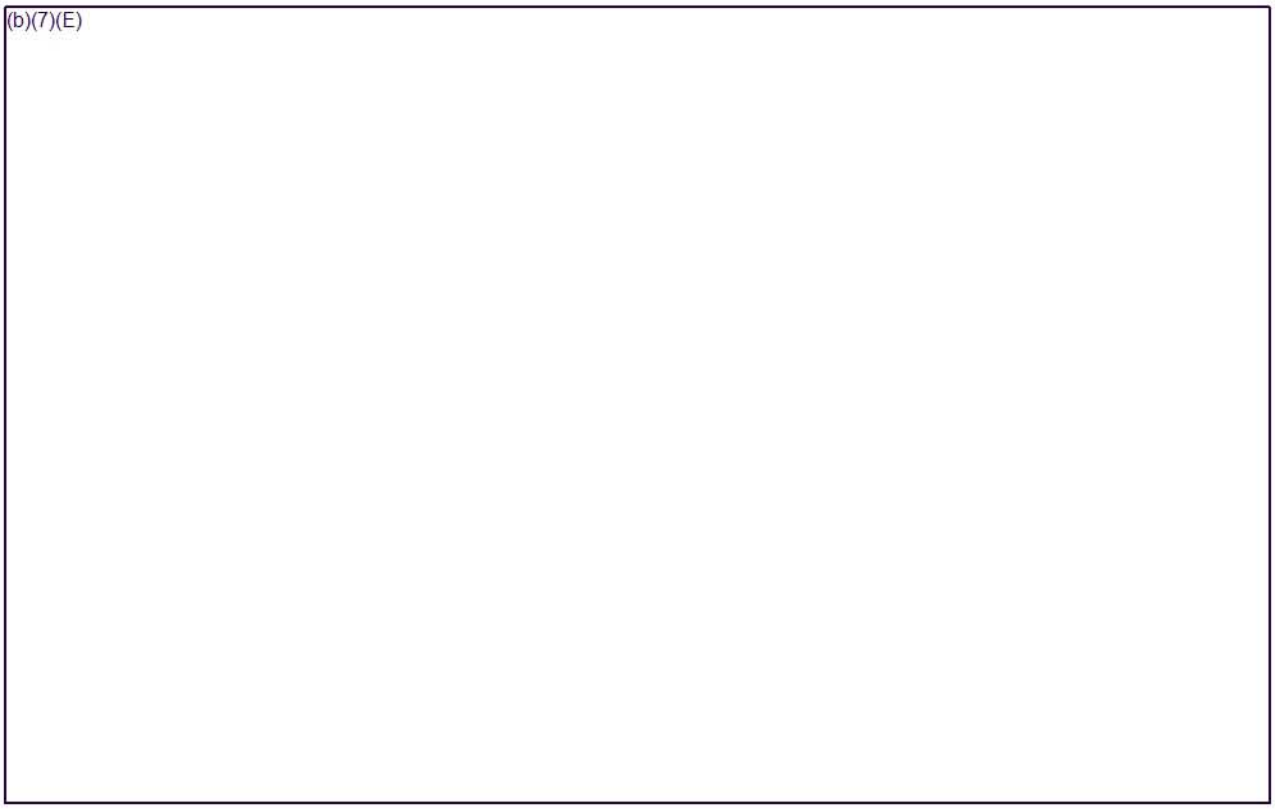
(b)(6)

From: (b)(6);(b)(7)(C)
Sent: Friday, March 30, 2018 3:14 PM
To: (b)(6);(b)(7)(C)
Cc: Smith, Amber (b)(6);(b)(7)(C)
Subject: RE: Get-Backs from today's HOGR mtg re: LPR

Good Afternoon and Happy Friday,
Please find the answers below. Thanks again for coordinating all of this. It's been a pleasure working with you.

1. Below is the splash screen. The attached PDF is the language that pops up when you click get more info.

(b)(7)(E)



2. Clear users HSI – 7,725 ERO-4,088. We have 9,209 total ICE users in LEARN but we do not have an individual count by ERO or HSI.
3. We do not have a separate LEO vs Non LEO # without going through and counting each of the 9,209 email addresses.
4. Please see attached image for map of coverage.
5. Reporting Structure for ERO and HSI is the same.
   User
   FOD POC/ Admin
   HQ POC/Admin
   Unit Chief/Section Chief
   COR
   AD
6. Given that access to the content began 2/1/2018 and reports are due quarterly per the statement of work, the first audit log will be sent to ICE the week of June 4th. Audit logs are also available upon request. No requests have been made at this time.
7. Under the ICE Contract , Section PRIV 1.2 (2-3) states the following:

"2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to
the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the
Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of
Sensitive PII by its employees or sub-Contractors."

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Tuesday, March 27, 2018 7:05 PM
To: (b)(6);(b)(7)(C)
Cc: Smith, Amber; (b)(6);(b)(7)(C)
Subject: Get-Backs from today's HOGR mtg re: LPR

Good evening, (b)(6)

(b)(6);(b) and I compared notes and the below are the get-backs from today's meeting with HOGR staff. Please let me know if you need me to task these to you formally.

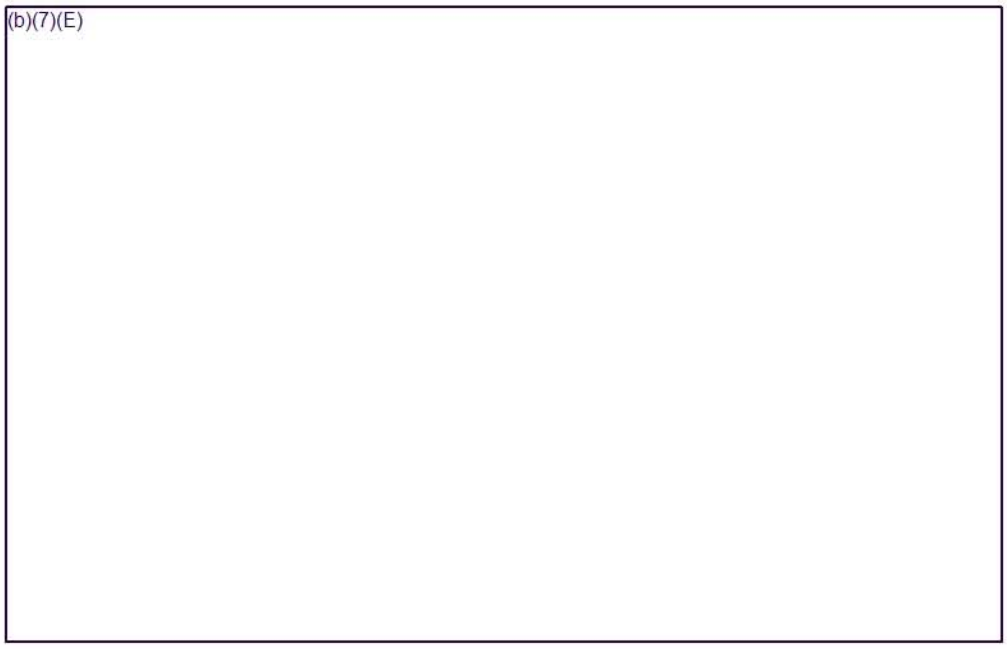
1. Please provide a screen shot of the "Splash" screen.
2. Please provide how many users will be accessing the system (ERO vs. HSI)?
3. Do you have an estimate of the ICE non-law enforcement users?
4. Please provide Vigilant Solutions state-by-state coverage.
5. What is the reporting structure within ICE HQs for HSI and ERO (CORs or POCs)?
6. When will you receive your first batch report from Vigilant Solutions?
7. How long does Vigilant Solutions have to notify ICE of a breach?

(b)(6);(b)(7)(C)
Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Congressional Relations

202-732-(b)(6); (b)(7)((direct)
202-732- (main)
202-732-4269 (fax)

Get-backs from March 27, 2018 Briefing to Majority and Minority Staff from House Oversight and Government Reform

1. **Please provide a screen shot of the "Splash" screen.**



Also attached PDF is the language that pops up when you click get more information.

2. **Please provide how many users will be accessing the system (ERO vs. HSI)?**
Response:
   - Cleared users for Homeland Security Investigations (HSI) is 7,725
   - Cleared users for Enforcement and Removal Operations (ERO) is 4,088
   - There are 9,209 ICE users in LEARN but we do not have an individual count by ERO or HSI.

3. **Do you have an estimate of the ICE non-law enforcement users?**
Response: We do not have a separate breakout by law enforcement versus non-law enforcement users. This would require us to conduct a manual count of the 9,209 users in LEARN.

4. **Please provide Vigilant Solutions state-by-state coverage.**
Response: See attached.

5. **What is the reporting structure within ICE HQs for HSI and ERO (CORs or POCs)?**
   Response:

Reporting Structure	
ERO	**HSI**
User	User
Field Office Director (FOD) Point of Contact (POC)/Admin	Special Agent in Charge (SAC) POC /Admin
Headquarters (HQ) POC/Admin	HQ POC/Admin
Unit Chief/Section Chief	Unit Chief/Section Chief
Contractor Officer Representative (COR)	COR
Assistant Director (AD)	AD

6. **When will you receive your first batch report from Vigilant Solutions?**
   Response: Access to the content began on February 1, 2018 and reports are due quarterly per the statement of work, the first audit log will be sent to ICE the week of June 4, 2018. Audit logs are also available upon request. No request have been made at this time.

7. **How long does Vigilant Solutions have to notify ICE of a breach?**
   Response: Under the ICE Contract, Section PRIV 1.2 (2-3) states the following: "2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery. 3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors."

Welcome to Vigilant's LEARN LPR Database. This system is for authorized ICE users only. Before using the database, you must read and consent to the following:

(1) Law Enforcement Purpose: You will access, collect, and/or use LPR data and technology only for authorized criminal and administrative law enforcement purposes. Authorized law enforcement purposes mean that your use must be associated with an ongoing investigation, target of investigation, and/or targeted enforcement activities.

(2) Querying the Commercial LPR Data Service: A license plate number is required for every query of the commercial LPR data service.

(3) Use of Commercial LPR Data: You will not take enforcement action based solely on data collected from Vigilant's LEARN database. LPR data must be supplemented with other investigative information before enforcement action is taken.

(4) Auditing User Activity: All actions that you take while logged into the database will be recorded in an audit log. This audit log will be available to DHS Agency Managers quarterly, and to supervisors and the ICE Office of Professional Responsibility upon request.

(5) Adding License Plate Numbers to Alert Lists: You may only add license plate numbers to an Alert List that relate to an ongoing ICE investigation or enforcement activity. You will not gather and add license plate numbers to Alert Lists based solely on race, ethnicity, nationality, religious affiliation, sex, sexual orientation, or other protected status, unless authorized by law. You may only add a maximum of 2,500 license plates to a single Alert List.

(6) Removing License Plate Numbers from Alert Lists: You must remove license plates from Alert Lists once they no longer relate to an ongoing ICE investigation or enforcement activity.

(7) Free-Text Field**:** You must complete the free-text field to reference the specific case for which a query was performed. At a minimum, you must enter the subject's name, and either the corresponding case number or Alien Registration Number (A-number).

(8) Data Retention: You will retain relevant query results in the appropriate case file or IT system according to the corresponding records retention schedule. You will not retain LPR data that is not related to an ICE investigation or enforcement activity.

(9) Training: Before accessing Vigilant's LEARN LPR data service, you must have already completed training on the use of this database, as well as annual privacy and records training.

(10) Penalties: Unauthorized or improper use of the system may subject you to discipline, in accordance with ICE policy.

Acknowledgment: I acknowledge receipt of, understand my responsibilities, and will comply with the rules of behavior for Vigilant's LEARN LPR data service.

(b)(7)(E)

From: (b)(6);(b)(7)(C)
Sent: 24 Jan 2018 18:10:59 -0500
To: (b)(6);(b)(7)(C)
Cc: Rahilly, Lyn M;Price, Corey A;Weinberg, Bill;#HSI CHIEFS OF STAFF;Johnson, Liz;(b)(6);(b)(7)(C) Smith, Amber;(b)(6);(b)(7)(C) ;Price, Corey A
Subject: RE: Reporter asking about LPR solicitation

Thank you, I will make that change

From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 24, 2018 3:51 PM
To: (b)(6);(b)(7)(C)
Cc: Rahilly, Lyn M; Price, Corey A; Weinberg, Bill; #HSI CHIEFS OF STAFF; Johnson, Liz; (b)(6);(b)(
(b)(6);(b)(7)(C) Smith, Amber;(b)(6);(b)(7)(C) Price, Corey A
Subject: RE: Reporter asking about LPR solicitation

(b)(6);(b)(7)(

(b)(5);(b)(7)(E)

Thanks,

(b)(6);(b)(7)(C)
Chief of Staff | Enforcement Division
Enforcement and Removal Operations
U.S. Immigration and Customs Enforcement
(202) 732-(b)(6 (O) / (202) 302-(b)(6) (C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 24, 2018 3:04 PM
To: (b)(6);(b)(7)(C) Rahilly, Lyn M; Price, Corey A; Weinberg, Bill; Smith, Amber; #HSI CHIEFS OF STAFF
Cc: Johnson, Liz; (b)(6);(b)(7)(C)
Subject: RE: Reporter asking about LPR solicitation

Thank you for the edits, BJ. Just to ensure everyone is clear, here is an amended version of what OPA plans to provide:

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 24, 2018 2:54 PM
To: (b)(6);(b)(7)(C) ; Rahilly, Lyn M; Price, Corey A; Weinberg, Bill; Smith, Amber; #HSI CHIEFS OF STAFF
Cc: Johnson, Liz; (b)(6);(b)(7)(C)
Subject: RE: Reporter asking about LPR solicitation

Hi (b)(6)
OAQ comments are as follows:

(b)(5);(b)(7)(E)

Please let us know if you need any additional information.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Wednesday, January 24, 2018 2:11 PM
To: (b)(6);(b)(7)(C) Rahilly, Lyn M; Price, Corey A; Weinberg, Bill; Smith, Amber; #HSI CHIEFS OF STAFF
Cc: Johnson, Liz; (b)(6);(b)(7)(C)
Subject: OPA: Reporter asking about LPR solicitation

Hello all, we have our first query on this from Russell Brandom with the *The Verge* who saw the posting of the solicitation and PIA. I'm dusting off the statement we had drafted in anticipation of media inquiries. Please see below and let us know if this is still good to go. I just changed "is issuing" to "has issued" in the first sentence.

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

From: (b)(6);(b)(7)(C)
Sent: Friday, December 15, 2017 2:51 PM
To: Johnson, Liz; Blank, Thomas; Rahilly, Lyn M; Albence, Matthew; Weinberg, Bill; Price, Corey A;
(b)(6);(b)(7)(C)
Subject: FW: Draft OPA statement on LPR solicitation

Cleared by Matt as edited. Also, Matt suggest that OAQ clear the language regarding the price negotiations.

From: Johnson, Liz
Sent: Friday, December 15, 2017 2:29 PM
To: Blank, Thomas <(b)(6);(b)(7)(C); Rahilly, Lyn M <(b)(6);(b)(7)(C);
Albence, Matthew <(b)(6);(b)(7)(C); Weinberg, Bill <(b)(6);(b)(7)(C)
Price, Corey A <(b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: FW: Draft OPA statement on LPR solicitation

All – please find below the final RTQ as cleared by Privacy. OPA plans to use this in response to media inquiries. Please advise of any edits/changes **NLT 3pm.**

Thanks,
Liz

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

(b)(6);(b)(7)(C)
Public Affairs Officer/Spokesperson
U.S. Immigration and Customs Enforcement (ICE)
202-732-(b)(6);(b)(7)(C) (desk)
813-230-(b)(6);(b)(7)(C) (cell)
www.ice.gov

From: (b)(6);(b)(7)(C)
Sent: 15 Sep 2017 13:36:59 -0400
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: SOW for TRSS/LPRs

Thank you (b)(

(b)(6);(b)(7)(C) | (A) Unit Chief
Transnational Law Enforcement Operations Unit
Fugitive Operations & Training Division
U.S. Immigration & Customs Enforcement
(202) 732-(b)(6);(b)(7)(C) (desk)
(202) 905- (cell)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, September 15, 2017 1:24 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: SOW for TRSS/LPRs

Hi (b)(6);(

We wanted to give you an update on the LPR progress. OAQ brokered a call between privacy and TRSS. It seemed to be productive. The privacy office was going to take a look at the current SOW/TRSS proposal and provide feedback. Once we are completed with that process we can move forward with next steps of drafting the acquisitions documents and revising the Privacy impact Assessment (PIA).

We hope to have the paperwork ready to go by November. The privacy office estimates that they would need until that timeframe as well to obtain approval from DHS of the PIA.

Please let us know if you need anything.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, September 15, 2017 1:11 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: SOW for TRSS/LPRs

Hi (b)(6)

Great timing. I actually have a meeting scheduled with Amber for 4:00 today to review. She was in training most of the week so we didn't get an opportunity yet to discuss. We will highlight the concerns in the TRSS Response and send you the pertinent documents either later today or early next week.

(b)(6);(b)(7)(C)
Senior Privacy Compliance Specialist
Information Governance and Privacy (IGP)
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Questions? Please visit the Privacy & Records Office website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Friday, September 15, 2017 1:09 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: SOW for TRSS/LPRs

Hi (b)(6);(b)
Have you had a chance to take a look at the SOW to better outline the privacy concerns?

Please let us know when you have a chance.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6)
Email: (b)(6);(b)(7)(C)

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From: Smith, Amber
Sent: Tuesday, September 05, 2017 2:49 PM

To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: SOW for TRSS/LPRs

Hi (b)(– I'll ask (b)(6);(b) to take a look. He is also going to work on a revised schedule for the PIA Update, which, as we have discussed, has to be approved by the Department before the contract can be finalized. We'll share with you and the program POCs as soon as the schedule is updated.

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: Tuesday, August 29, 2017 7:22 PM
To: Smith, Amber
Cc: (b)(6);(b)(7)(C)
Subject: RE: SOW for TRSS/LPRs

Hi Amber,
I think given the concerns from Privacy it would be best if you all took the first pen to the SOW, especially as it relates to the Privacy concerns. We are happy to draft language that will clarify the role and responsibility of TRSS, but we can do that once the other changes are made.

I've copied (b)(6);(b)(7)(C) who will also be working this requirement for OAQ.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: Smith, Amber
Sent: Tuesday, August 29, 2017 5:19 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: SOW for TRSS/LPRs

Hi (b)(6) Are you planning to take the first pen on modifying the SOW to clarify TRSS' role as primary (Vigilant as sub) or does someone else have the lead on that? We're happy to work with whoever has the task.

Amber Smith
Privacy Officer
Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);
Main: (202) 732-(b)(7)(

Questions? Please visit our website at https://insight.ice.dhs.gov/mgt/oop/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: 22 Dec 2017 21:25:11 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: Thomson Reuters signed order
Attachments: 05 01_70CDCR18P00000017 - Fully Executed.pdf

Hi (b)(6);(b)

Attached please find the fully executed copy of the award document. Your email below is correct. The Government will re-allocate all funding above (b)(4) for the first month to CLIN 0002 upon exercise of the first option period.

The total amount for the order if all options are exercised will match your price quote of (b)(4)

Thank you to all of the parties involved. I hope you have a safe and very happy holiday.

Please let us know if you need anything further.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Friday, December 22, 2017 4:01 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: Thomson Reuters signed order
Importance: High

Hi, (b)(6);(b)(7)(C)

We have attached the signed agreement! Please return a copy of the fully executed order to us.

My understanding is that you've purposefully overfunded the base period for budgetary reasons, but expect to be charged only (b)(4) as quoted, for the Base Period. If that's correct, to enable our finance and order fulfillment teams to process the order correctly, would you please send an email that states that?

Thanks,
(b)(6);(

(b)(6);(b)(7)(C) **CF APMP**
Senior Proposal and Compliance Coordinator
Office of General Counsel

Thomson Reuters
the answer company

Phone: +1(703) 219-(b)(6)
Mobile: +1(703) 909-;(b)(7

(b)(6);(b)(7)(C)

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
See Schedule	1	52

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
		70CDCR18P00000017	70CDCR18Q00000005	12/15/2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	(b)(6);(b)(7)(C)	202732(b)(6)	ES

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	% FOR:
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6);(b)(7)(C) WASHINGTON DC 20536	ICE/DCR	[X] UNRESTRICTED OR [ ] SET ASIDE [ ] SMALL BUSINESS [ ] HUBZONE SMALL BUSINESS [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM [ ] EDWOSB [ ] 8(A) NAICS: 519190 SIZE STANDARD: $27.5	

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE	Net 30	[ ]		[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
ICE Enforcement & Removal 801 I Street, NW (b)(6);(b)(7)(C) Washington DC 20536	ICE/ERO	ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6);(b)(7)(C WASHINGTON DC 20536	ICE/DCR

17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
WEST PUBLISHING CORPORATION PO BOX 64833 SAINT PAUL MN 55164 TELEPHONE NO.	1485082860000		DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FHQ-CED Williston VT 05495-1620	ICE-ERO-FHQ-CED

[X] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
PO Box 6292, Carol Stream, IL 60197-6292

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 148508286 Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6);(Email: (b)(6);(b)(7)(C) Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6);(Email: (b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6) *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
See schedule	(b)(4)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[X] 29. AWARD OF CONTRACT: DATED 12/22/2017. OFFER YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	30b. DATE SIGNED	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
(b)(6);(b)(7)(C)	12/22/17	(b)(6);(b)(7)(C)	(b)(6);(b)(7)(C)	12/22/2017

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Email: (b)(6),(b)(7)(C) There are two (2) requisitions associated with this award: 192118FUGOPS12087 and 192118FLMURQ0008. This purchase order is for West Publishing Corporation to provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States. The specific requirements are detailed in the Statement of Work attached. All services shall be performed in accordance with the attached Statement of Work (SOW), West Publishing's Technical Quote (dated 12/22/2017), and West Publishing's Price Quote. West Publishing Corporation's price quote and technical quote are included as an attachment to this purchase order. Funding in the amount of (b)(4) is being allotted to this purchase order award to fund CLIN 0001 for the Base Period of services. All other CLINS are optional CLINs and will be funded at the time they are exercised. The terms and conditions of this purchase order Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	apply only to the purchase order resulting for ICE solicitation 70CDCR18Q00000005. Exempt Action: Y Sensitive Award: PII Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Requisition No: 192118FLMURQ0008, 192118FUGOPS12087 (b)(4);(b)(7)(E) Period of Performance: 12/22/2017 to 01/31/2018				(b)(4)
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION (b)(4);(b)(7)(E) Period of Performance: 02/01/2018 to 01/31/2019	12	MO	(b)(4)	
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) Continued ...	12	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 05/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2019 to 01/31/2020				
0004	Option Period 3 - 02/01/2020 - 09/30/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 08/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2020 to 09/30/2020 Invoice Instructions: ICE - ERO/HSI Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • (b)(6);(b)(7)(C) • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email. b) USPS: Continued ...	8	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

ATTN: ICE-ERO-FHQ-CED

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

c) Facsimile:

Alternative Invoices shall be submitted to: (802)-288-7658

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.
Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.
2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

verification before payment can be processed;

(ii). Dunn and Bradstreet (D&B) DUNS Number;

(iii). Invoice date and invoice number;

(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;

(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;

(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vii). Terms of any discount for prompt payment offered;

(viii). Remit to Address;

(ix). Name, title, and phone number of person to resolve invoicing issues;

(x). ICE program office designated on order/contract/agreement and

(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)

(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.

3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.

(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

(iii) Use shredders when discarding paper documents containing Sensitive PII.

(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at

(b)(7)(E)

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	f for more information on and/or examples of Sensitive PII. 5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6);(b)(7)(C) The total amount of award: (b)(4) . The obligation for this award is shown in box 26.				

Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database to support its criminal and immigration law enforcement missions. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE immigration enforcement personnel will query the LPR database using known license plate numbers associated with subjects of their immigration enforcement activities, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries will assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**
    - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office

of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and source of the record.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The Alert List function will include an automated capability that flags license plates for de-confliction.
- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
  - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
  - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
  - Date and time of query; and
  - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.7. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.8. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

Quality Assurance Surveillance Plan (QASP)
License Plate Reader (LPR) Data Service

NOTE: The Government reserves the right to revise or change the QASP as determined by the Government to ensure quality service and deliverables over the course of the contract.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The Contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

c. Other Key Government Personnel - Immigration and Customs Enforcement (ICE) National Fugitive Operations Program Headquarters Staff or Federal employees as designated by the COR and/or CO.

All Point of Contact's information will be released upon award.

3. PERFORMANCE STANDARDS

Performance standards define desired services. The Contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance

standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply to each month of performance.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of LPR Query	Result of LPR query after entered in end-user-computing device	</= 5 seconds after submission

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Government Documentation Criteria
LPR Data Service and Technical Support	4.11.1 4.11.2 4.11.4 4.11.5	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Overall Support Service	4.4 4.10	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the Transition In period.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Results of LPR Query	4.5.3 4.6.2	Length of time for Results of LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is available upon request to the Contracting Officer.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

_____

Signature – Contracting Officer's Representative

_____

Signature – Contracting Officer

ATTACHMENT 3:
TERMS AND CONDITIONS

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision.

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means.

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in.

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

52.212-1INSTRUCTIONS TO OFFERORS. COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show.

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to.

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by.

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2EVALUATION. COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Technical Approach
II. Past Performance
III. Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS. COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology".

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern".

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American.Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for

award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other _____.

(5) Common parent.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that.

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

FAR 52.212-4CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

☐ [Reserved]

☒ 52.204-14 Service Contract Reporting Requirements (OCT 2016)

☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

☐ [Reserved]

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)

☐ Alternate I (JAN 2011)

☐ [Reserved]

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ Alternate II (NOV 2011)

☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

☐ Alternate I (OCT 1995)

☐ Alternate II (MAR 2004)

☒ 52.219-8 Utilization of Small Business Concerns (NOV 2016)

☐ 52.219-9 Small Business Subcontracting Plan (JAN 2017)

☐ Alternate I (NOV 2016)

☐ Alternate II (NOV 2016)

☐ Alternate III (NOV 2016)

☐ Alternate IV (NOV 2016)

☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

☒ 52.219-14 Limitations on Subcontracting (JAN 2017)

☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)

☐ 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☐ 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☒ 52.222-3 Convict Labor (JUN 2003)

☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)

☒ 52.222-21 Prohibition of Segregated Facilities (APR 2015)

☒ 52.222-26 Equal Opportunity (SEPT 2016)

☒ 52.222-35 Equal Opportunity for Veterans (OCT 2015)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

☒ 52.222-37 Employment Reports on Veterans (FEB 2016)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

☐ 52.222-50 Combating Trafficking in Persons (MAR 2015)

☐ Alternate I (MAR 2015)

☒ 52.222-54 Employment Eligibility Verification (OCT 2015)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

☐ Alternate I (MAY 2008)

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)

☐ 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)

☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)

☐ Alternate I (OCT 2015)

☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)

☐ Alternate I (JUNE 2014)

☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)

☐ Alternate I (JUNE 2014)

☒ 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ 52.223-20 Aerosols (JUN 2016)

☐ 52.223-21 Foams (JUN 2016)

☒ 52.224-3 Privacy Training (JAN 2017)

☐ Alternate 1 (JAN 2017)

☐ 52.225-1 Buy American – Supplies (MAY 2014)

☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)

☐ Alternate I (MAY 2014)

☐ Alternate II (MAY 2014)

☐ Alternate III (MAY 2014)

☒ 52.225-5 Trade Agreements (OCT 2016)

☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)

☐ 52.232-30 Installment Payments for Commercial Items (JAN 2017)

☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

☐ 52.232-36 Payment by Third Party (MAY 2014)

☐ 52.239-1 Privacy or Security Safeguards (AUG 1996)

☐ 52.242-5 Payments to Small Business Subcontractors (JAN 2017)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

☐ 52.222-41 Service Contract Labor Standards (MAY 2014)

☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)

☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

☐ 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)

☐ 52.237-11 Accepting and Dispensing of $1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

_X_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause—

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_X_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-71 Contractor Employee Access.

____Alternate I

__X_ Alternate II

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ 3052.219-70 Small Business Subcontracting Plan Reporting.

_X_ 3052.219-71 DHS Mentor Protégé Program.

I. HSAR Clause
3052.204-71 Contractor employee access (SEP 2012), and Alternate I
Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d)
Information Technology Security and Privacy Training (MAR 2015)

II. IGP Privacy and Records Provisions
PRIV 1.2: Reporting Suspected Loss of Sensitive PII
PRIV 1.3: Victim Remediation Provision

REC 1.2: Deliverables are the Property of the U.S. Government
REC 1.3: Contractor Shall Not Create or Maintain Unauthorized √Records
REC 1.4: Agency Owns Rights to Electronic Information
REC 1.5: Comply with All Records Management Policies√
REC 1.6: No Disposition of Documents without Prior Written Consent√
REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors

PRIV 1.2: Reporting Suspected Loss of Sensitive PII:
Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision:
The Contractor is responsible for notification of victims in the event of a loss or compromise of Sensitive PII, ***if any,*** held by the Contractor, its agents, and Subcontractors, under this contract. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to the query data it inputs into the LEARN database (e.g. Audit Logs, Searches, Hotlist, etc.) Notwithstanding the above, no title to Vigilant's LEARN database or software will transfer to ICE in the performance of the contract.

(End of clause)

REC 1.5: Comply with All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors
The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees
Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. *Reserved – Deleted in accordance with clause prescription*

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) ***Reserved – Deleted in accordance with clause prescription***

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy

concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

Attachment 5: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018	1.4	*	(b)(4)	
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019	12	MO		
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020	12	MO		
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020	8	MO		
		Total		
Additional Pricing Explanation: *Contract start date will be 12/21/2017; however, West billing is systematically				

Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Technical Response – Revision 2

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

(b)(6);(b)(7)(C)

SUBMITTAL DATE:

December 22, 2017

SUBMITTED BY

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Source Selection Sensitive

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Contents

INTRODUCTION 1

SECTION I – TECHNICAL APPROACH 2

C.4 RESPONSES TO PERFORMANCE REQUIREMENTS 2

Data Service Content/Scope 2

User Management and Support 5

Functional Requirements 7

Query Capabilities 7

Alert List Capabilities 10

Mobile Device Capabilities 12

Audit and Reporting Capabilities 13

C.5 IS NOT IDENTIFIED/INCLUDED IN THE STATEMENT OF WORK 16

C.6 PROMOTION OF THE CONTRACT 17

C.7 NEWS RELEASES 17

C.8 LICENSE TYPE 17

SECTION II – PAST PERFORMANCE 18

Introduction

Thomson Reuters has a long history of commitment to meeting the informational needs of the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), and we seek to maintain and expand that relationship in responding to the current Request for Quote for access to a License Plate Reader database.

Through the combination of comprehensive and reliable data, technology, and expertise in how public records and related information can benefit government objectives, Thomson Reuters, with our partner, Vigilant Solutions, is uniquely positioned to help ICE meet your agency's diverse challenges with our subscription services.

Based on conversations with ICE personnel about the specific investigative needs of ICE, Thomson Reuters can provide access to license plate reader data via a hyperlink to the LEARN platform through the CLEAR platform. Providing access to the data through CLEAR provides reassurance to ICE, by virtue of existing agreed-upon terms and auditing requirements, per agency mandate. This offer also provides access to LPR through Vigilant's LEARN platform, which is maintained and supported by Vigilant.

The Thomson Reuters CLEAR team has been successfully supporting DHS's investigative research needs and initiatives since the agency's inception. We are proud to support the DHS and look forward to continuing our long-standing partnership.

Section I – Technical Approach

C.4 Responses to Performance Requirements

In this section of our response, we respond directly to the Performance Requirements in the Statement of Work of the RFQ. The information presented here is considered proprietary and confidential.

DATA SERVICE CONTENT/SCOPE

We propose access to License Plate Reader (LPR) data via hyperlink from Thomson Reuters CLEAR to Vigilant Solutions' (Vigilant's) LEARN platform.

Requirement: The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.

Response: The offered LPR data is collected from various toll roads, parking lot/garages, repossession vehicles and law enforcement agencies nationwide.

Requirement: The LPR data service shall include substantial unique LPR detection records.

Response: Vigilant's database currently has hundreds of millions of unique detection records from commercial sources. Besides LPR records from commercial sources such as parking garages, tolls and asset recovery vehicles Vigilant also has a large network of local and state law enforcement agencies (LEAs) across the country. This network of LEAs has the ability to share their LPR records with ICE – regardless of their LPR hardware provider. All LEA detection records are the intellectual property of the LEA and all retention times and permissions on these records are set by those agencies. Vigilant only hosts and maintains those records.

Requirement: The LPR data service shall compile LPR records from at least 25 states and 24 of the top thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

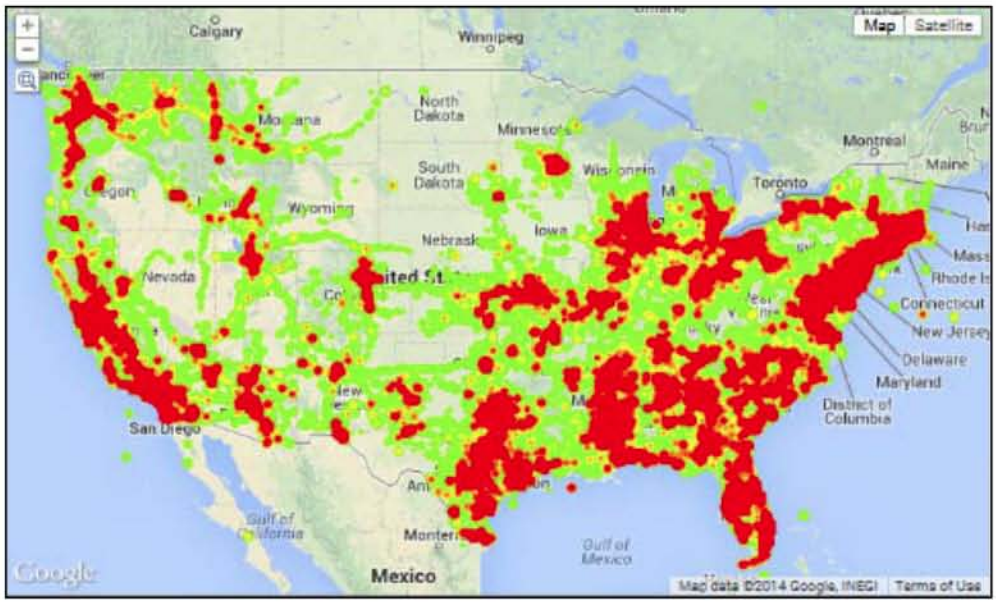
Response: Forty-seven (47) states, the District of Columbia, and Puerto Rico have commercial LPR scan records. (Hawaii, Maine, and Vermont do not.)

A list of the most populous 50 metropolitan areas in the US with commercial LPR data is provided below and exceeds the minimum requirement by DHS. Additional locations can be provided upon request.

Number	Metro Area
1	NewYork-NorthernNewJersey-LongIsland,NY-NJ-PA
2	LosAngeles-LongBeach-SantaAna,CA
3	Dallas-FortWorth-Arlington,TX
4	Chicago-Joliet-Naperville,IL-IN-WI
5	Houston-SugarLand-Baytown,TX
6	Washington-Arlington-Alexandria,DC-VA-MD-WV
7	Phoenix-Mesa-Glendale,AZ
8	Miami-FortLauderdale-PompanoBeach,FL
9	Riverside-SanBernardino-Ontario,CA
10	SanAntonio-NewBraunfels,TX
11	Baltimore-Towson,MD
12	SanDiego-Carlsbad-SanMarcos,CA
13	Atlanta-SandySprings-Marietta,GA
14	KansasCity,MO-KS
15	VirginiaBeach-Norfolk-NewportNews,VA-NC
16	SanFrancisco-Oakland-Fremont,CA
17	Austin-RoundRock-SanMarcos,TX
18	St.Louis,MO-IL
19	Cleveland-Elyria-Mentor,OH
20	Richmond,VA
21	Orlando-Kissimmee-Sanford,FL
22	LasVegas-Paradise,NV
23	Columbus,OH
24	Tampa-St.Petersburg-Clearwater,FL
25	Charlotte-Gastonia-RockHill,NC-SC
26	ElPaso,TX
27	Columbia,SC
28	Memphis,TN-MS-AR
29	Sacramento--Arden-Arcade--Roseville,CA
30	Seattle-Tacoma-Bellevue,WA
31	Cincinnati-Middletown,OH-KY-IN
32	McAllen-Edinburg-Mission,TX
33	Denver-Aurora-Broomfield,CO
34	Vallejo-Fairfield,CA
35	Philadelphia-Camden-Wilmington,PA-NJ-DE-MD
36	Charleston-NorthCharleston-Summerville,SC
37	Milwaukee-Waukesha-WestAllis,WI
38	Jackson,MS
39	SanJose-Sunnyvale-SantaClara,CA
40	Stockton,CA
41	Hartford-WestHartford-EastHartford,CT
42	Greenville-Mauldin-Easley,SC

43	Raleigh-Cary,NC
44	Bakersfield-Delano,CA
45	MyrtleBeach-NorthMyrtleBeach-Conway,SC
46	Minneapolis-St.Paul-Bloomington,MN-WI
47	Buffalo-NiagaraFalls,NY
48	NewHaven-Milford,CT
49	Bridgeport-Stamford-Norwalk,CT
50	Corpus Christi,TX

The map below shows the density and coverage of Vigilant's commercial LPR data. Red areas have higher concentrations followed by yellow and green.



Requirement: The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

Response: A summary of the number of unique records for each month over the last twelve (12) months is provided in the table below.

Month / Year	Unique Commercial Data Records
16-Dec	153,649,853
17-Jan	147,648,720
17-Feb	146,027,234
17-Mar	172,324,187
17-Apr	163,997,190
17-May	175,011,763
17-Jun	162,459,125
17-Jul	158,693,852

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



Requirement: The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

Response: All decisions regarding access to the system will be made at ICE in accordance with the CLEAR Administrator's Standard Operating Procedures Manual. LEARN access will require separate credentials and will be given to the users upon receipt of a user list from ICE. Authorized CLEAR users will have additional LEARN credentials generated. ICE may authorize only ICE users; ICE may not provide access to users from other agencies.

Requirement: Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

Response: ICE will assign their intended authorized users; no ORI will be needed.

Requirement: The ability to add new users or delete existing users within 24 business hours of ICE's request.

Response: To maintain consistency with the CLEAR contract, addition of new users or deletion of existing users will occur as soon as possible, but at no point longer than 24 business hours. Thomson Reuters will work with ICE regarding management of user population.

Requirement: Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

Response: The Thomson Reuters CLEAR contract includes a full-time Client Relationship Manager. Thomson Reuters will provide annual Agency Manager and System User training onsite at ICE facilities. User manuals will be provided as well as links to short videos uploaded to YouTube that demonstrate how to utilize some of the LEARN features. For CLEAR access, Thomson Reuters will also provide "Help Desk" support 24/7/365 via phone (877-242-1229), or support via email (clear@thomsonreuters.com).

Requirement: System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

Response:A "Forgot My Password" link will be included for users to reset any forgotten passwords upon any attempt to sign in. Customer support, including escalation, when appropriate regarding impact, will be available for other issues.

Requirement: Unlimited technical support to each user.

Response: Thomson Reuters will provide unlimited technical support 24/7 for each user of CLEAR. Vigilant will provide unlimited technical support 24/7 for each user of the LEARN platform.

Requirement: Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Response: CLEAR undergoes periodic updates for enhancements and updates. Thomson Reuters is certified to international standards, 27001 and 9001, assuring appropriate controls and processes to protect data and system integrity.

Vigilant will periodically update the user interface and mobile application. Besides regular updates to the software interfaces and mobile applications, Vigilant is committed to providing a top-tier hosting facility with Verio, a Microsoft Gold Certified Partner. This helps provide a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

FUNCTIONAL REQUIREMENTS

QUERY CAPABILITIES

Requirements: Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.

- The splash screen will appear at each logon event.
- The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
- The agency will provide the language for the splash screen content.

Response: Upon login to CLEAR, users must select from available options the applicable permissible use/purpose for the various regulations (e.g., DPPA). Included with direct access to the LEARN platform, Vigilant will provide a splash screen upon logging into the system that will describe the agency's permissible uses of the data and will require the user to affirmatively consent to these rules before proceeding. The ICE provided message will also be available via hyperlink.

Requirement: All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

Response: Included with direct access to the LEARN platform, we understand that all queries of the LPR data shall be based on a license plate number entered by the user. The data returned in response will be limited to the matches of that license plate number only within the specified period of time.

Requirement: The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

Response: The Vigilant user interface will allow a user to search only if a license plate is entered. (Specific functionality, e.g., Stakeout/Make-Model functionality, would need to be turned off in order to limit searching by license plate number only and to prevent searches by other methods.)

Requirement: The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

Response: Vigilant has a mandatory reason code field, and an optional free-text field of up to 255 characters. If awarded, Vigilant will make this a mandatory audit screen that the user must populate prior to any query. The audit screen includes the name of the requestor, case number, reason code, and the free-text field.

Requirement: The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

Response: Vigilant will require a user to indicate who is requesting the query. All information will be stored in audit logs.

Requirement: The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

Response: Vigilant will provide a free-text field of up to 255 characters for user to enter notes. This feature can be made mandatory for all queries or reports.

Requirement: The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).

- The query interface will have a field for the user to select or input the appropriate timeframe for the query.
- The system will display results only for LPR detection records within that timeframe

(e.g., only for the last 5 years).

- The system shall not run a query that lacks a time frame entered by the user.

Response: The LPR query will be limited to a time frame consistent with agency policy, e.g., five (5) years. The system also will block any queries that lack a time frame.

Requirement: The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

Response: The LEARN platform solution will provide direct query index look-ups. For example, plate ABC123 will always return records tagged as plate ABC123. We are 100% correct due to data being statically indexed by exact plate numbers. Note: While indexes are statically created, the image analysis to create the static index is still subject to an accuracy of less than 98% due to a number of items such as angle of LPR cameras, impacted snow on the plate, bent/damaged plate, partially obstructed view of plates, heavy snow or rain, etc.

Requirement: To ensure accuracy of information, the response to a query must include at least two photos on all hits.

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

- Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and sources of the record.

Response: In the LEARN platform, LPR cameras do not use visible light, such as a flashlight. The vehicles make, model, or color at night can be hard to identify. This is true for all LPR records in low ambient light conditions, which we cannot control. To help identify vehicles at night, Vigilant has developed a way to populate a daytime image within a nighttime image of a vehicle if the vehicle has been scanned during the day, so the user can quickly identify and confirm vehicle make, model, and color. In most states we can also identify vehicle make and model, by using additional information gathered from CarFax that is seamlessly integrated into the software. Although we can help identify a large number of nighttime records, we cannot do so for 100% of the records due to these circumstances, although a very high percentage can be identified with even nighttime images.

All LPR records will include two (2) images (one of the vehicle and one of the license plate). Printable reports will include images, Google map, Google satellite image, nearest address, nearest intersection, GPS coordinates and source of the record.

Requirement: The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

Response: Vigilant will insert a "misread" button on the detection view, which will generate a notification to Vigilant personnel. Vigilant will not modify data owned by third parties (e.g., plate images, third-party queries), because that data is the property of the collecting agency.

Requirement: The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

Response: Thomson Reuters and Vigilant value the trust placed in us by ICE and will not use or disclose any DHS information to other customers, business partners, or other individuals or entities. DHS will have the ability to accept additional LPR data that is collected by local and state law enforcement agencies across the country who are already Vigilant customers and reside on the LEARN hosted server. This could provide hundreds of millions more LPR scans available for ICE to search. Currently there are almost 500 million detection records that are collected by local and state LEAs. All shared LEA records are the intellectual property of the respective LEAs. Vigilant cannot edit or modify these records should there be a misread. If ICE accepts the LPR records from the LEAs, ICE does not have to share anything in return. All sharing controls are set, monitored, and maintained by ICE Agency Managers.

Requirement: The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Response: ICE's query data will not be used for commercial purpose by Thomson Reuters or Vigilant. Queries submitted by ICE will be stored only to maintain an audit log for the applicable platform.

ALERT LIST CAPABILITIES

Requirement: The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

Response: Included with direct access to the LEARN platform, Vigilant will provide an "Alert List" feature called "Hot-Plate". The hot-plate will be saved within the LEARN system and be compared to new records as they are loaded into the system's database. Any matches will generate a near real-time alert notification to the users with permissions to the hot-plate record.

Requirement: The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to share Alert Lists notifications between ICE users.

Requirement: The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or - entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in

the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to automatically match new detections against a user uploaded alert list. The notification will provide maps, images, GPS, date, time, and nearest address and cross street. The notification can be sent to multiple ICE users that are sharing the alert list for the specific investigations. DPPA applies only to the release of personal information from a state's department of motor vehicle (DMV) records. Vigilant's system does not interfere with DMV records. ICE may insert any information in the alert list. Subsequently, the data fields that may contain PII information are encrypted with AES256 encryption at rest, and only the owner of those records may see the values entered.

Requirement: The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose/investigation/operation for which the query was performed.

Response: Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make , model, color, and a reason code as a custom field and a comments section of up to 255 characters or less. Per ICE requirement, the mandatory fields for a single query (i.e., plate number, state, reason code, and free-text field) also will be mandatory for the alert list. The allowable number of alert list records per the system significantly exceeds the requirements of DHS, but ICE may dictate the maximum number of records allowable by their users.

Requirement: The Alert List function will include an automated capability that flags license plates for deconfliction.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to establish Alert List submissions, perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate. When a Hot-Plate is uploaded and it matches a record containing the same License Plate Number, State ID, Alert Type, Hot-List Source, and Agency Name, the user will be notified via a pop-up notice to contact the initial user who entered the identical record. The user will have the option to override the record or to cancel the upload. If warded, Vigilant will add an option for other agencies to allow their uploaded hot-plates to be used for deconfliction purposes by ICE, based solely on License Plate and State ID. Conversely, state and local LEAs will not know that ICE has a plate on an alert list.

Requirement: License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a

normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

Response: Included with access on the LEARN platform, any LPR detection matching an ICE Alert List will return to the iOS application, alerting authorized users of a positive match. All detections will be uploaded into LEARN for future reference or investigation by ICE. Vigilant will preserve commercial records indefinitely. Note that commercial data does not include query audit information, which is property of the government.

Requirement: Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will provide an ability to load an alert list with a one (1) year expiration time frame. Vigilant can implement an automatic one-year expiration for all alert records entered into the ICE account.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Included with access to the LEARN platform, all alert list activity will be captured for auditing reports and will include user name, date, time, reason code, notes, license plate number entry, deletion, renewal, and expiration from alert list.

Requirement: The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List, whichever happens first.

Response: Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list. Audit records are not altered when an alert plate expires.

MOBILE DEVICE CAPABILITIES

Requirement: The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

- Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant Mobile Companion software for iOS devices will allow a user to query the LPR database and return alerts for positive matches to a user-loaded alert list. The application will delete any saved data on the device after 60 days.

Requirement: The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Response: Thomson Reuters will coordinate with Vigilant and ICE regarding compliance of Vigilant's mobile application with any applicable privacy assessment prior to use.

AUDIT AND REPORTING CAPABILITIES

Requirement: The vendor shall generate an immutable audit log in electronic form that chronicles the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
- Date and time of query; and
- Results of the query.

Response: Available with access to the LEARN platform, any action on Vigilant's LEARN web interface or mobile application shall be fully auditable and shall not be disabled by the user. Vigilant maintains a complete audit record of every transaction, including date, time, user, IP address, and query parameters sufficient to reproduce the exact query. Audit records are property of ICE. The audit record contains information sufficient to reproduce the query, but the data returned by the query at a later time may produce different results due to LEA retention policies. LPR detection data belonging to Vigilant is held indefinitely and will always be returned by the query.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Batch query for alert lists requires the user to enter License Plate, State of Registration, Alert Type, and Upload Reason Code on Audit. ICE would have the ability to add requirements if they choose. Available with access to the LEARN platform, all Alert List activity shall be audited to capture user name, date and time, reason code, and user notes associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Requirement: The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon

request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

Response: Thomson Reuters will coordinate with Vigilant to provide requested audit reports. All reports can be exported in PDF format. Exact technical requirements and format for the audit report will be negotiated after contract award.

Requirement: The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

Response: Upon request, Vigilant shall retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to a user activity on the system for internal investigations and oversight.

Requirement: The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

Response: Neither Thomson Reuters nor Vigilant will use any audit trail data for any purpose other than those specified and authorized in the contract.

Requirement: The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

Response: With access to the LEARN platform, Vigilant can provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any time frame.

Requirement: The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

Response: With access to the LEARN platform, Vigilant will maintain audit logs for seven (7) years. Vigilant considers audit records as the property of the applicable law enforcement agency, in this instance, ICE. Vigilant does not access these records except under direction by the customer for purposes of customer support and does not share audit logs with any outside entities including law enforcement. If the contract is terminated, Vigilant will export/transfer any alert list data in machine-readable format to any storage medium or location specified by ICE. This transfer will occur within thirty (30) days of contract end.

Requirement: The vendor shall meet the following Key Performance Parameters (KPPs)/QCP

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Mean time between failure	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR	Results of a single LPR query	</= 5 seconds after

Response: Vigilant Solutions, Inc. has created a service that allows Law Enforcement Agencies the ability to utilize online License Plate Recognition (LPR) services and Data analytics for the purposes of research and investigations. This service requires strict up-time requirements, and this Quality Control Plan is intended to define how they will be calculated. Vigilant Solutions has a reliable track record of uptime; however, we cannot guarantee > 99% uptime. With the exception of scheduled outages, LEARN Hosted LPR Services will be accessible 24/7/365. We agree that downtime shall not eclipse (4) hours in any given month, with the exception of major upgrades or system migrations. We agree that the mean time between failures (MTBF) will not exceed a mean of 4,000 hours between failures. Vigilant's average LPR Query Response Time for a Single exact Plate is reliably fast; however, we cannot guarantee </= 5 seconds for each single search. For instance, quick response times for queries are contingent upon satisfactory internet connectivity, for which Vigilant does not have control in the ICE environment.

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- Certified Information System Security Professional (CISSP)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Internetwork Expert (CCIE)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Associate (CCDA)
- CompTIA A+, CompTIA i-Net+, CompTIA Security+
- Sun Certified System Administrator (SCSA)
- Microsoft Certified Systems Administrator (MCSA)
- Alteon Certified Administrator
- Solaris 8 System Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Red Hat Certified Engineer (RHCE)
- Microsoft Certified Professional (MCP)

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant's commitment to providing a top-tier hosting facility providing quality control. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality

Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

Uptime for LEARN Services:

In order to validate and track the uptime for LEARN Services, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the LEARN Average Uptime each month and after any outage (percentage). The calculation and recording of data will be defined on a revolving (12) month cycle. The data will be stored on an internal online document and made available upon request.

LEARN scheduled downtime:

In order to validate and track the LEARN scheduled downtime, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the total LEARN scheduled downtime each month (hours). The calculation and recording of data will be defined on a revolving month cycle. The data will be stored on an internal online document and made available upon request.

Mean time between failure (MTBF):

In order to validate and track the Mean time between failure (MTBF), Vigilant will record and calculate the Date-Time since last failure of LEARN services. The calculation will be based on operation time (hours) between when services became in a non-failed state to when services became in a subsequent failed state or current Date-Time. Vigilant will then calculate the mean time (hours) and base it on a revolving 12-month cycle. The data will be stored on an internal online document and made available upon request.

LPR Query Response Time (Single Plate):

In order to validate and track the LPR Query Response Time (Single Plate), Vigilant will record and calculate the 'Response Time' for each single plate query using our Plate-Search logging utility. The calculation will be based on when the LEARN Web Server(s) receives the plate request and delta in (seconds) between when LEARN Web Server begins to post LPR data. We must calculate the average time (seconds) on a revolving 12-month cycle with a calculation generated daily. The calculation will be based upon the entire LEARN spectrum for 'Plate-Search' functionality only and not user-specific queries. The data will be stored on an internal online document and made available upon request.

Thomson Reuters CLEAR:

While CLEAR's performance and reliability are typically consistent with the Key Performance Measures, West does not guarantee service levels.

Penalty/Withholding

Neither Thomson Reuters nor Vigilant agree to penalty or withholding of payment regarding performance measures.

C.5 is not identified/included in the Statement of Work

C.5 is not an identified/included item in the Statement of Work.

C.6 Promotion of the Contract

Requirement: The vendor may promote this contract to current ICE employees during the life of the contract. The offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

Any promotion of the contract to ICE employees or discussion about its capabilities will be within the parameters described in the RFQ and conducted within the normal course of business for Thomson Reuters.

C.7 News Releases

Requirement: News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

Thomson Reuters does not anticipate news releases, but would comply with the requirements for ICE approval.

C.8 License Type

Requirement: The vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The vendor shall not provide a named user license.

The CLEAR license granted for access to LPR is valid for up to the authorized number of ICE users. ICE may add or remove users within the applicable user limit for the offer. See the Additional Users provision in the terms below for information about adding users beyond the applicable offer limit.

Section II – Past Performance

Thomson Reuters considers our customer contracts proprietary, but we offer details of the current contract with DHS ICE as evidence of our past performance:

Reference	Required Information
Agency Name	Department of Homeland Security – Immigration & Customs Enforcement – Enforcement & Removal Operations and Homeland Security Investigations
Name/title of contact person	Contracting Officer: (b)(6);(b)(7)(C) Management/Program Analyst: (b)(6);(b)(7)(C) (b)(6);(b)(7)(C)
Customer Contact Phone	(202) 732- (b)(6);(b)(7)(C)
Customer Contact Email Address	(b)(6);(b)(7)(C)
Contract Number	HSCEMD-16-F-00003/ HSCEMD-17-F-0008
Contract Start Date	10/1/2015
Contract End Date	9/30/2020
Total Contract Value (including all options)	(b)(4)
Brief Description of Contract Requirements	CLEAR with Web Analytics, with person and phone batch searching capabilities, Real Time Incarceration and Arrest Records, and World-Check (HSI only)
Client Manager (or person reaching out to customer)	(b)(6);(b)(7)(C) 443-622-(b)(6);((b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 7 Dec 2017 16:49:57 +0000
To: (b)(6);(b)(7)(C)
Subject: RE: TRSS-LPR Statement of Work (SOW)
Attachments: LPR Latest 319 OAQ.DOCX

Please see attached.

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 07, 2017 11:48 AM
To: (b)(6);(b)(7)(C)
Subject: RE: TRSS-LPR Statement of Work (SOW)

Thanks. Can I get a copy of the SOW provided to TRSS on 07/03/17?

(b)(6);(b)(7)(C)
Unit Chief, Acquisition Management Unit (AMU)
HSI Mission Support Division
Homeland Security Investigations (HSI)
Immigration and Customs Enforcement (ICE)
Ph: 202 732-(b)(6);(Mobile: 202-321-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 07, 2017 11:45 AM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: TRSS-LPR Statement of Work (SOW)

Hi (b)(6);(
Attached is the TRSS proposal. It was based on the original SOW, but OAQ believes that the revised proposal will be substantially the same. The pricing is included below.

If ICE can award before 12/8

Period of Performance	Monthly Rate	Total Rate
10/01/2017 – 01/31/2019 (16 month period of performance)	(b)(4)	
02/01/2019 – 01/31/2020 (12 month period of performance)		
02/01/2020 – 09/30/2020 (9 month period of performance)		

After 12/8

Period of Performance	Monthly Rate	Total Rate
01/01/2017 – 01/31/2019 (13 month period of performance)	(b)(4)	
02/01/2019 – 01/31/2020 (12 month period of performance)		
02/01/2020 – 09/30/2020 (9 month period of performance)		

Pricing covers all ICE users and departments, including but not limited to, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI). Access to LPR data is available as an open market item. LEARN/LPR data access is dependent upon the maintenance of the CLEAR subscription (contract ends September 30, 2020.)

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, December 07, 2017 11:37 AM

To: (b)(6);(b)(7)(C)
Cc:
Subject: TRSS-LPR Statement of Work (SOW)

Good Day:

Need URGENTLY a copy of the TRSS/LPR Statement of Work (SOW) pending collaborative funding with ERO. Need to know HSI cost and use during the period of performance. Thank you.

(b)(6);(b)(7)(C)
Unit Chief, Acquisition Management Unit (AMU)
HSI Mission Support Division
Homeland Security Investigations (HSI)
Immigration and Customs Enforcement (ICE)
Ph: 202 732-(b)(6);(Mobile: 202-321-(b)(6);(
Email: (b)(6);(b)(7)(C)

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Page 1368

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Page 1411

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Page 1413

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Page 1419

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Page 1420

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

Page 1421

Withheld pursuant to exemption

(b)(5)

of the Freedom of Information and Privacy Act

From: Weinberg, Bill
Sent: 14 Dec 2017 14:57:58 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: LPRs

Thanks!

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 2:18 PM
To: Weinberg, Bill (b)(6);(b)(7)(C)
Subject: RE: LPRs

I think ERO had wrongfully assumes that we wouldn't have to publically post. This has been clarified more recently when OAQ received feedback from OPLA that they disagreed with the law enforcement sensitivity classification. I spoke with Corey Price and the folls at ERO following the call with Amber and Lyn this morning and explained our strategy. I hope the meeting is a confirmation of our plan to post the synopsis either today or tomorrow, send out the rfq, received the formal proposal and create the award, obtain congressional approval and award the contract prior to 12/21.

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: Weinberg, Bill (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 2:09 PM
To: (b)(6);(b)(7)(C)
Subject: RE: LPRs

Thanks- not sure what the reason for the meeting this afternoon is.

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 2:09 PM
To: Weinberg, Bill (b)(6);(b)(7)(C)
Subject: RE: LPRs

This is substantially similar to the guidance we received from OPLA CALD. We are prepared to handle the posting requirements as though the requirement is not entirely law enforcement sensitive.

(b)(6);(b)(7)(C) CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6);(Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: Weinberg, Bill (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 2:06 PM
To: (b)(6);(b)(7)(C)
Subject: FW: LPRs

FYI

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: Rahilly, Lyn M (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 1:50 PM

To: Weinberg, Bill [redacted] Valerio, Tracey A
[redacted]
Subject: LPRs

Bill/Tracey/[redacted]

This email is for your awareness in advance of a 4pm meeting today with Mr. Blank on License Plate Readers. I met this morning with OPA and OCR to discuss the LPR procurement. ERO, M&A, OAQ, OPA, and OCR are invited to the 4pm. I will be there with Amber.

One development re the LES nature of the Statement of Work (SOW): Because ICE publicly released its two previous LPR SOWs, I asked OPLA to review the current SOW to validate it could be withheld as LES. OPLA advised it is not LES because it does not contain FOIA exempt information. See OPLA's email below.

I've forwarded OPLA's opinion to OPA, OCR, and ERO.

Lyn Rahilly
Assistant Director for Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-[redacted]
Main: (202) 732-[redacted]

Questions? Please visit the Information Governance & Privacy Office website at https://insight.ice.dhs.gov/mgt/igp/Pages/index.aspx.

From: Rahilly, Lyn M
Sent: Thursday, December 14, 2017 1:41 PM
To: Miller, Philip T [redacted] Price, Corey A
Subject: FW: LES Justification

Phil & Corey – before our meeting this afternoon with COS, I wanted to give you a heads up on OPLA's opinion on the LPR solicitation not being LES. This means we would have to release it once FOIA'd. See below.

Lyn Rahilly
Assistant Director for Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-[redacted]
Main: (202) 732-[redacted]

Questions? Please visit the Information Governance & Privacy Office website at https://insight.ice.dhs.gov/mgt/igp/Pages/index.aspx.

From: Smith, Amber
Sent: Thursday, December 14, 2017 1:19 PM
To: Rahilly, Lyn M; [redacted] Johnson, Liz
Subject: FW: LES Justification

FYI - OPLA GILD's assessment on the LES issue.

Amber Smith
Privacy Officer
Information Governance & Privacy Office
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6);(b)(7)(C)
Main: (202) 732-

Sent with BlackBerry Work (www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Thursday, Dec 14, 2017, 12:39 PM
To: Smith, Amber (b)(6);(b)(7)(C)
Cc: Davidson, Michael J <(b)(6);(b)(7)(C), Davis, Mike P (b)(6);(b)(7)(C)
Subject: LES Justification

Amber,

(b)(5)

Please let me know if you have any further questions.

(b)(6);(b)(7)(C)
Chief, Government Information Law Division
Office of the Principal Legal Advisor
U.S. Immigration and Customs Enforcement
(202) 732-(b)(6);(b)(7) (Desk)
(202) 300- (Mobile)

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From: (b)(6);(b)(7)(C)
Sent: 15 Feb 2018 18:57:00 -0500
To: (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Thanks! I'll take a look tomorrow.

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 5:45 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Hi (b)(6),
The answers to the last two questions. These answers were coordinated with the vendor for accuracy. If they need to be re-worded please let me know.

11. Can DHS/ICE access data uploaded by local law enforcement agencies if they have opted out of the system? Are there any circumstances under which ICE can gain access?
DHS/ICE can only access data uploaded by local law enforcement agencies (LEA) if said agency selects a Direct Agency-to-Agency share option with DHS/ICE and through permissible use. DHS/ICE does not share data to any LEA. There are not any circumstances where ICE can gain access if an LEA has chosen not share its data.

12. How many local law enforcement databases does ICE have permission to access?
The answer to this question is proprietary to Vigilant and TRSS.

If pressed, please respond:

"DHS/ICE can only access data uploaded by local law enforcement agencies (LEA) if said LEA shares directly to DHS/ICE and through permissible use. The number of databases providing access changes as LEAs add or remove permission and are added to the system."

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 3:24 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Thanks, that's fine

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 1:15 PM
To: (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Hi (b)(6);
We do not want to release the total contract price to a reporter, unless they file a FOIA.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 1:12 PM
To: (b)(6);(b)(7)(C) Price, Corey A; Rahilly, Lyn M
Cc:
Subject: RE: NPR Questions on license plate readers

Answer the # 1.
(b)(5);(b)(7)(E)

I did send the last two questions to TRSS/Vigilant .

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 12:47 PM
To: (b)(6);(b)(7)(C); Price, Corey A; Rahilly, Lyn M; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

I can work the HSI end.

(b)(6);(b)(7)(C)
Acting Chief of Staff
ICE-Homeland Security Investigations
Cell: (347) 992-(b)(6);(b

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 11:44 AM
To: Price, Corey A; Rahilly, Lyn M; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

Thank you much

From: Price, Corey A
Sent: Thursday, February 15, 2018 11:20 AM
To: (b)(6);(b)(7)(C); Rahilly, Lyn M; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: RE: NPR Questions on license plate readers

I will have my folks take a crack at the Enforcement/operational questions and get back to you on how long it will take them.

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 15, 2018 10:26 AM
To: Price, Corey A; Rahilly, Lyn M; (b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
Subject: OPA: NPR Questions on license plate readers

Corey, (b)(and Lyn – despite my best efforts to talk this NPR reporter down from this story, she is pursuing it and has a number of questions (see below). I recommend we respond to the questions but decline the recorded interview as I see nothing to gain by doing this interview. I'll remind her that NPR did an extensive sit-down interview on ERO's enforcement priorities with EAD Albence that never aired.

What's the best way for me to get responses to these questions? Some of these are for contracting and some should have HSI weigh-in but the majority are ERO related or at least more interested in admin arrests.

Copying (b)(6); for HSI since I'm not sure who is the HSI POC on this.

Her deadline is tomorrow/early next week but I'm going to let her know that we'll need more time to respond and that we don't conduct interviews about law enforcement tools and techniques.

Thanks,
(b)(6);

From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 14, 2018 8:37 PM
To: (b)(6);(b)(7)(C)
Subject: NPR Questions

Hi (b)(6);(

I finally had an opportunity to read through the DHS statement and the two sets of Privacy Impact Assessments (2017 & 2015) you sent along last week.

After going through them, I have a series of questions which I am including below but would ideally like someone to answer in a recorded radio interview. This is, after all, a story that will be broadcast across one of NPR's national flagship programs and having ICE equally represented in the story is imperative. Perhaps you can arrange for a conversation with Executive Associate Director Matthew Albence or Chief Privacy Officer Philip Kaplan? I'm happy to come either one of them at their earliest availability.

Here are some questions I've begun thinking about:

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

That's all I can think of for now.

Let me know if you need any additional information from me. I'd love to speak with someone by the end of the day Friday, though early next week would work too.

Best regards,
(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Wednesday, February 07, 2018 1:15 PM
To: (b)(6);(b)(7)(C)
Subject: License plate reader contrat statement

(b)(6);(b)(7)(C)

(b)(5);(b)(7)(E)

(b)(5);(b)(7)(E)

(b)(6);(b)(7)(C)
National Spokesperson
Office of Public Affairs
U.S. Immigration and Customs Enforcement (ICE)
Desk: 202-732-(b)(6);(
Mobile: 813-230-(b)(6);(b)
(b)(6);(b)(7)(C)

From: Miller, Philip T
Sent: 15 Dec 2017 13:13:52 -0500
To: (b)(6);(b)(7)(C) ;Weinberg, Bill;Price, Corey A
Cc: Albence, Matthew
Subject: RE: PIA for LPRs

Cool, thanks y'all.

Sent with BlackBerry Work
(www.blackberry.com)

From: (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 13:12
To: Weinberg, Bill (b)(6);(b)(7)(C) ; Miller, Philip T (b)(6);(b)(7)(C)
Price, Corey A (b)(6);(b)(7)(C)
Cc: Albence, Matthew (b)(6);(b)(7)(C)
Subject: RE: PIA for LPRs

We do not believe it will impact our ability to award. TRSS has indicated that they would need some time to get everything set up (accounts, privacy splash screen, links to CLEAR).

The privacy office has told us that as long as we do not use the search functionality before the PIA is approved, it doesn't matter when it is awarded. We expected to award this week and to begin use sometime in early January after TRSS has set everything up. The POP would begin on the date of award, so currently 12/21/17.

(b)(6);(b)(7)(C) , CPPB, CFCM
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6); Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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From: Weinberg, Bill (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 1:09 PM
To: Miller, Philip T (b)(6);(b)(7)(C) , Price, Corey A (b)(6);(b)(7)(C)
Cc: Albence, Matthew (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: RE: PIA for LPRs

The first of the next month (Jan 1 hopefully) if he PIA is approved. BJ chime in if you know something different.

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: Miller, Philip T (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 1:07 PM
To: Weinberg, Bill (b)(6);(b)(7)(C) Price, Corey A (b)(6);(b)(7)(C)
Cc: Albence, Matthew (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: RE: PIA for LPRs

When will the POP start?

Sent with BlackBerry Work
(www.blackberry.com)

From: Weinberg, Bill (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 13:04
To: Miller, Philip T (b)(6);(b)(7)(C) Price, Corey A (b)(6);(b)(7)(C)
Cc: Albence, Matthew (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: RE: PIA for LPRs

From what I heard on the call, it would affect only the use of the data access. We are hoping to get the solicitation/award go ahead today?

Bill Weinberg
Chief Acquisition Officer
US Immigration and Customs Enforcement

Sent with BlackBerry Work (www.blackberry.com)

From: Miller, Philip T (b)(6);(b)(7)(C)
Date: Friday, Dec 15, 2017, 12:56 PM
To: Weinberg, Bill (b)(6);(b)(7)(C) Price, Corey A (b)(6);(b)(7)(C)
Cc: Albence, Matthew (b)(6);(b)(7)(C)
Subject: FW: PIA for LPRs

Bill,

Does this PIA delay impact our strategy to obligate the funds before December 22nd?

Thanks,
Phil

From: Rahilly, Lyn M
Sent: Friday, December 15, 2017 12:55 PM
To: Miller, Philip T (b)(6);(b)(7)(C)
Subject: PIA for LPRs

Phil,

I asked Amber how the PIA schedule was looking. Apparently OPLA took longer on their review cycle than expected, so we are going to double-task OPLA and DHS to complete their reviews concurrently to save time. It's possible DHS's PIA approval will slip to early January. I hope to have more information for you early next week after Amber talks to the Deputy Chief Privacy Officer.

Thanks.

Lyn Rahilly
Assistant Director for Information Governance & Privacy
U.S. Immigration & Customs Enforcement
Direct: (202) 732-(b)(6)
Main: (202) 732-(b)(7

Questions? Please visit the Information Governance & Privacy Office website at https://insight.ice.dhs.gov/mgt/igp/Pages/index.aspx.

From: (b)(6);(b)(7)(C)
Sent: 18 Dec 2017 22:48:41 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: Thomson Reuters Response to RFQ 70CDCR18Q00000005 - LPR Database Access - Source Selection Sensitive - Due 12/18/17
Attachments: 02 06_70CDCR18R00000001 - West (2) signed.pdf, ICE LPR Pricing - Thomson Reuters - 12-18-17.xlsx, Thomson Reuters Price Quote for ICE RFQ 70CDCR18Q000000005 - 12-18-17.pdf, Thomson Reuters Technical Response for ICE RFQ 70CDCR18Q00000005 - 12-18-17.pdf
Importance: High

Hi, (b)(6);(b)(7)(C)

On behalf of (b)(6);(b)(7)(C) and the Thomson Reuters (DBA West Publishing Corporation) team, along with our partner, Vigilant Solutions, I am submitting our response to RFQ 70CDCR18Q00000005, for Access to License Plate Reader Data. To comply with the instruction to provide no pricing information in the Technical Quote, we are submitting separate technical and price quote files. Here is a summary of the attached files comprising our quote:

- PDF Technical Response, including individual responses to SOW requirements and our Past Performance information
- PDF Price Quote, including a copy of the Excel table included with the RFQ, our vendor terms, conditions, assumptions, and requested exceptions for negotiation
- PDF Signed , including notations about our reps and certs through the SAM site in the corresponding areas of the solicitation document
- Excel Price File

We have aimed to comply with the instructions and requirements, but welcome any questions that may arise as our information is being evaluated. You may reach me using the contact information that follows this message, and will be available tomorrow. Of course, you're well acquainted with how to reach (b)(6);(b)(7)(C

Regards,

(b)(6);(

(b)(6);(b)(7)(C) **CF APMP**
Senior Proposal and Compliance Coordinator
Office of General Counsel

Thomson Reuters
the answer company

Phone: +1(703) 219-(b)(6);
Mobile: +1(703) 909-(b)(7)(

(b)(6);(b)(7)(C)

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REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

THIS RFQ ☐ IS ☒ IS NOT A SMALL BUSINESS SET ASIDE

PAGE 1 OF PAGES 51

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING
70CDCR18Q00000005	12/15/2017			

5a. ISSUED BY
ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

6. DELIVERY BY *(Date)*: Multiple

7. DELIVERY: ☒ FOB DESTINATION ☐ OTHER *(See Schedule)*

9. DESTINATION
a. NAME OF CONSIGNEE

5b. FOR INFORMATION CALL: *(No collect calls)*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
(b)(6);(b)(7)(C)	202	732-(b)(6);

b. STREET ADDRESS

8. TO:

a. NAME	b. COMPANY
	West Publishing Corporation

c. STREET ADDRESS: 610 Opperman Drive

Remittance: PO Box 6292, Carol Stream, Illinois 60197-6292

c. CITY

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
Eagan	MN	55123		

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS *(Date)*: 12/18/2017 1800 ES

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Request for Quote for Access to License Plate Reader (LPR) database Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/21/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 12/21/2017 to 01/31/2018	1.4	MO	(b)(4)	
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Continued ...	12	MO	(b)(4)	

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE

NOTE: Additional provisions and representations ☒ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER: West Publishing Corporation

b. STREET ADDRESS: 610 Opperman Drive

c. COUNTY: Dakota

d. CITY	e. STATE	f. ZIP CODE
Eagan	MN	55123

14. SIGNATURE OF SIGN QUOTATI: (b)(6);(b)(7)(C)

15. DATE OF QUOTATION: 18 December 2017

16. SIGNER

a. NAME *(Type or print)*: (b)(6);(b)(7)(C)

b. TELEPHONE AREA CODE: 651 NUMBER: 687-4406

c. TITLE *(Type or print)*: Director of Procurement/Proposal Mgmt.

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Prescribed by GSA - FAR (48 CFR) 53.215-1(a)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2018 to 01/31/2019				
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. (Option Line Item) 05/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2019 to 01/31/2020	12	MO	(b)(4)	
0004	Option Period 3 - 02/01/2020 - 09/30/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. (Option Line Item) 08/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2020 to 09/30/2020	8	MO	(b)(4)	

Request for Quote for Access to License Plate Database

Contracting Office Address:
Immigration and Customs Enforcement
Office of Acquisition Management
801 I. St NW,
Washington, DC 20536

Description: NAICS Code: 519190 – All Other Information Services.

This is a combined synopsis/request for quote for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6 and under the authority of FAR 13, as supplemented with additional information included in this notice. The North American Industry Classification System (NAICS) Code for this procurement is 519190 and is being conducted as sole source procurement.

The Immigration and Custom's Enforcement's (ICE) Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) is requesting that vendors submit a quote for a firm fixed price contract for access to a license plate reader database as set forth in the attached Statement of Work (SOW).

Period of Performance:

The anticipated period of performance will include a base period of forty-one (41) days, two (2) twelve-month options periods, and one (1) eight-month option period.

Instructions to Offerors/Response Requirement:

Interested contractors must submit information necessary to demonstrate their capabilities to support the ICE requirements including performance requirements, functional requirement, alert list capabilities, mobile device capabilities, audit and reporting capabilities, as specified in the attached Statement of Work. Offerors shall return the complete quotation package, in electronic format. Electronic copies can be sent to (b)(6);(b)(7)(C) at (b)(6);(b)(7)(C) Facsimile and hard copy quotes are not permitted and will be disregarded if received.

All electronic files should be labeled with the Offeror's name, quotation number, submission date and the words "Source Selection Sensitive" and "Law Enforcement Sensitive". Proprietary information shall be clearly marked.

a. **Format.** The submission shall be clearly indexed and logically assembled. Each section shall be appropriately numbered and clearly identified with the date and quotation number in the header and/or footer and shall begin at the top of each page. NOTE: Please submit a signed and dated cover letter with your quote addressed to Mr. William Quigley with your company's contact information. A Table of Contents should be included. Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies to all sections. Times New Roman fonts is suggested.

b. **File Packaging**. Written quotes shall be submitted in one volume with three (3) sections, as outlined below. Use tab indexing sufficient to identify all sections within a particular quote section. The Offeror is required to provide the quote via email to

(b)(6);(b)(7)(C) The Offeror should submit Attachment 4 in Microsoft Excel, with viewable calculations.

The following shall be included in the Narrative discussion:

SECTION I –TECHNICAL APPROACH: The offeror must submit information to demonstrate that the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the Request for Quote and whether the Offeror's methods and approach to meeting the SOW requirements provide the Government with a high level of confidence of successful completion. **No pricing information is to be provided in the Technical Quote.**

Technical Database Information Submittal. The vendor shall provide a description of its electronic information retrieval services that addresses:

- Compliance with the SOW
- Number of current records
- Ability to collect new records
- Identification of states or metropolitan areas where significant records are provided
- Ability to add and/or delete subscribers
- Return time on query

Quality Control Plan. The Offeror's Quality Control Plan (QCP) should describe the methods it will use to review its performance to ensure it conforms to the performance requirements. The Offeror's QCP should include methods that ensure and demonstrate its compliance with the performance requirements and the QASP discussed in Attachment 2.

SECTION II- PAST PERFORMANCE: The contractor shall provide a list of contracts or orders for the purpose of past performance evaluation. The contractor may also provide other forms of documentation which provide information on the company's past performance. Valid past performance is evidence of similar work accomplished within the past three years.

SECTION III– PRICE. The offeror shall complete Attachment 4, with pricing for the base and each option period for each Contract Line Item (CLIN).

A Firm Fixed Price Quote and a written technical quote must be submitted by December 18, 2017 by 6:00 PM EST (1800) via email to (b)(6);(b)(7)(C) **and** (b)(6);(b)(7)(C)

Quotes must include the company's name, point of contact, address, area code and telephone number and (**mandatory)** DUNS number. All quotes received without valid DUNS number (those not registered in the System for Award Management (SAM) www.sam.gov), will be considered ineligible.

Issue of the contract will be made to the contractor that offers the best value to the Government, considering price, past performance, and technical in accordance with FAR 13.106. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer confirming to the solicitation will be most advantageous to the Government, price, and other factors considered. The criteria for evaluation are as follows:

1. Technical Capability
2. Past Performance
3. Price.

The above listed evaluation factors are listed in descending order of importance.. Technical and past performance, when combined, is significantly more important than price.

Instructions: FAR 52.212-1 "Instructions to Offerors - Commercial" applies to this acquisition. Offerors are to include a copy of FAR provision 52.212-3 "Offeror Representations and Certifications - Commercial Items" with their response. The following FAR clauses also apply: 52.212-4 "Contract Terms and Conditions - Commercial Items" and 52.212-5 "Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items", with the clauses cited further in this synopsis as being applicable. The aforementioned provisions and clauses can be accessed electronically at http://acquisition.gov/comp/far/index.html. Prospective sources are reminded that award can only be made to a contractor who is registered in the System for Award Management (SAM) (www.sam.gov) database with an active Dun & Bradstreet Number.

Attachments:
Attachment 1: Statement of Work (SOW)
Attachment 2: Quality Assurance Surveillance Plan
Attachment 3: Terms and Conditions
Attachment 4: Price

Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database to support its criminal and immigration law enforcement missions. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE immigration enforcement personnel will query the LPR database using known license plate numbers associated with subjects of their immigration enforcement activities, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries will assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**
    - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office

of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and source of the record.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The Alert List function will include an automated capability that flags license plates for de-confliction.
- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
  - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
  - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
  - Date and time of query; and
  - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.7. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.8. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply to each month of performance. Should a month of performance fall below acceptable standards, the withholding will apply to the monthly invoice.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of LPR Query	Result of LPR query after entered in end-user-computing device	</= 5 seconds after submission

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Withholding Criteria to Monthly Payment
LPR Data Service and Technical Support	4.11.1 4.11.2 4.11.4 4.11.5	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	- 20% withholding for the first hour (or any part thereof) in excess of the 4 hour limitation. - 0.5% withholding for each hour thereafter until the data service is operable. The withholding shall be determined by prorating the number of days deficient within the particular billing month.

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Withholding Criteria to Monthly Payment
Overall Support Service	4.4 4.10	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the Transition In period.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	- 98% / 93% / 88% compliance will result in 2% / 5% / 10% withholding from the invoice(s) of the facilities involved. The withholding shall be determined by prorating the number of days deficient within the particular billing month.
Results of LPR Query	4.5.3 4.6.2	Length of time for Results of LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	- 93% / 88% / 83% compliance will result in 2% / 5% /10% withholding on the total volume of reports for the facility. The withholding shall be determined by prorating the number of days deficient within the particular billing month.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is attached to this QASP.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

_____

Signature – Contracting Officer's Representative

_____

Signature – Contracting Officer

ATTACHMENT 3:
TERMS AND CONDITIONS

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision.

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means.

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in.

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

52.212-1INSTRUCTIONS TO OFFERORS. COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show.

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to.

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by.

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2EVALUATION. COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Technical Approach
II. Past Performance
III. Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 (NOV 2017) OFFEROR REPRESENTATIONS AND CERTIFICATIONS. COMMERCIAL ITEMS

West has completed only paragraph (b) of this provision because West has completed the annual representations and certifications electronically on the SAM website (https://www.sam.gov).

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology".

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern".

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. See note below.*

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

*West has completed the annual representations and certifications electronically on the SAM website (https://www.sam.gov). After reviewing the SAM database information, West verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation as of the date of this offer and are incorporated in this offer by reference.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American.Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for

award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other _____.

(5) Common parent.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that.

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

FAR 52.212-4CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

☒ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

☐ [Reserved]

☒ 52.204-14 Service Contract Reporting Requirements (OCT 2016)

☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

☐ [Reserved]

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)

☐ Alternate I (JAN 2011)

☐ [Reserved]

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ Alternate II (NOV 2011)

☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

☐ Alternate I (OCT 1995)

☐ Alternate II (MAR 2004)

☒ 52.219-8 Utilization of Small Business Concerns (NOV 2016)

☒ 52.219-9 Small Business Subcontracting Plan (JAN 2017)

☐ Alternate I (NOV 2016)

☐ Alternate II (NOV 2016)

☒ Alternate III (NOV 2016)

☐ Alternate IV (NOV 2016)

☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

☒ 52.219-14 Limitations on Subcontracting (JAN 2017)

☒ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)

☐ 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☐ 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☒ 52.222-3 Convict Labor (JUN 2003)

☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)

☒ 52.222-21 Prohibition of Segregated Facilities (APR 2015)

☒ 52.222-26 Equal Opportunity (SEPT 2016)

☒ 52.222-35 Equal Opportunity for Veterans (OCT 2015)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

☒ 52.222-37 Employment Reports on Veterans (FEB 2016)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

☐ 52.222-50 Combating Trafficking in Persons (MAR 2015)

☐ Alternate I (MAR 2015)

☒ 52.222-54 Employment Eligibility Verification (OCT 2015)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

☐ Alternate I (MAY 2008)

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)

☐ 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)

☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)

☐ Alternate I (OCT 2015)

☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)

☐ Alternate I (JUNE 2014)

☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)

☐ Alternate I (JUNE 2014)

☒ 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ 52.223-20 Aerosols (JUN 2016)

☐ 52.223-21 Foams (JUN 2016)

☒ 52.224-3 Privacy Training (JAN 2017)

☒ Alternate 1 (JAN 2017)

☐ 52.225-1 Buy American – Supplies (MAY 2014)

☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)

☐ Alternate I (MAY 2014)

☐ Alternate II (MAY 2014)

☐ Alternate III (MAY 2014)

☒ 52.225-5 Trade Agreements (OCT 2016)

☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)

☐ 52.232-30 Installment Payments for Commercial Items (JAN 2017)

☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

☐ 52.232-36 Payment by Third Party (MAY 2014)

☒ 52.239-1 Privacy or Security Safeguards (AUG 1996)

☐ 52.242-5 Payments to Small Business Subcontractors (JAN 2017)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

☒ 52.222-41 Service Contract Labor Standards (MAY 2014)

☒ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

☒ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)

☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

☒ 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)

☐ 52.237-11 Accepting and Dispensing of $1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

_X_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause—

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_X_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-70 Security Requirements for Unclassified Information Technology Resources.

_X_ 3052.204-71 Contractor Employee Access.

____Alternate I

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ 3052.219-70 Small Business Subcontracting Plan Reporting.

_X_ 3052.219-71 DHS Mentor Protégé Program.

I. FAR Clauses
52.224-1: Privacy Act Notification (APR 1984)
52.224-2: Privacy Act (APR 1984)

II. HSAR Clause
3052.204-71 Contractor employee access (SEP 2012), and Alternate I
Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d)
Information Technology Security and Privacy Training (MAR 2015)

III. IGP Privacy and Records Provisions

PRIV 1.2: Reporting Suspected Loss of Sensitive PII
PRIV 1.3: Victim Remediation Provision
PRIV 1.4: Separation Checklist for Contractor Employees
PRIV 1.6: Prohibition on Performing Work Outside a Gov't Facility/Network/Equipment
PRIV 1.7: Privacy Act Information

REC 1.1: Required DHS Basic Records Management Training
REC 1.2: Deliverables are the Property of the U.S. Government
REC 1.3: Contractor Shall Not Create or Maintain Unauthorized √Records
REC 1.4: Agency Owns Rights to Electronic Information
REC 1.5: Comply with All Records Management Policies√
REC 1.6: No Disposition of Documents without Prior Written Consent√
REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors

PRIV 1.2: Reporting Suspected Loss of Sensitive PII:
Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision:
The Contractor is responsible for notification of victims and provision of victim remediation services in the event of a loss or compromise of Sensitive PII held by the Contractor, its agents, and Subcontractors, under this contract. The victim remediation services shall include at least 18-months of credit monitoring and, for serious or large incidents as requested by the Government, call center help desk services for the individuals whose Sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

PRIV 1.4: Separation Checklist for Contractor Employees:
Contractors shall enact a protocol to use a separation checklist before its employees, Subcontractor employees, or independent Contractors terminate working on the contract. The separation checklist must cover areas such as: (1) return of any Government-furnished equipment; (2) return or proper disposal of Sensitive PII (paper or electronic) in the custody of the Contractor/Subcontractor employee or independent Contractor, including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to Sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee, Subcontractor employee, or independent Contractor, the Contractor shall notify the Contract Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

(End of clause)

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment:
The Contractor shall perform all tasks described in this document at authorized Government facilities and on authorized Government networks, using Government-furnished IT and other equipment. The Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility, or on any other network or equipment. Government information shall remain within the confines of authorized Government facilities and/or networks at all times.

(End of clause)

PRIV 1.7: Privacy Act Information: In accordance with FAR 52.224-1, PRIVACY ACT NOTIFICATION (APR 1984), and FAR 52.224-2, PRIVACY ACT (APR 1984), this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974. The agency advises that the relevant system of records notices (SORNs) applicable to this Privacy Act information are as follows:

DHS/ALL-004 General Information Technology Access Account Record Systems (GITAARS)
DHS/ICE-013 Alien Medical Records
DHS/ICE-011 Criminal Arrest Records and Immigration Enforcement Records (CARIER)

These SORNs may be updated at any time. The most current DHS versions are publicly available at www.dhs.gov/privacy. SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, 10the Federal Digital System of the Government Publishing Office, available at http://www.gpo.gov/fdsys/.

(End of clause)

REC: 1.1: Required DHS Basic Records Management Training: The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to Sensitive PII as well as the creation, use, dissemination and/or destruction of Sensitive PII at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site. The Agency may also make the training available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance. The Contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any

deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.

(End of clause)

REC 1.5: Comply with All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information
In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment
The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this

document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors
The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees
Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. *Reserved – Deleted in accordance with clause prescription*

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated

metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) ***Reserved – Deleted in accordance with clause prescription***

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

Attachment 5: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018	1.4	*	(b)(4)	
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019	12	MO		
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020	12	MO		
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020	8	MO		
		Total		
Additional Pricing Explanation: *Contract start date will be 12/21/2017; however, West billing is systematically				

Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Price Quote

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

(b)(6);(b)(7)(C)

DUE DATE:
December 18, 2017, by 6 pm ET

SUBMITTED BY

Thomson Reuters

(West Publishing Corporation)

(b)(6);(b)(7)(C) CF APMP
Senior Proposal Coordinator

Phone: 703-909-(b)(6);(
E-mail: (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)
Client Relationship Manager

Phone: 443-622-(b)(6);(
E-mail: (b)(6);(b)(7)(C)

THOMSON REUTERS™

Source Selection Sensitive
This document includes proprietary information that shall not be duplicated, used, or disclosed outside of DHS ICE—in whole or in part—for any purpose other than evaluating this proposal. This information is deemed proprietary because it contains pricing and confidential corporate information that is of critical value to Thomson Reuters and our partners in a highly competitive market.

Contents

SECTION III - PRICE 1
VENDOR TERMS 2
ASSUMPTIONS, CONDITIONS, EXCEPTIONS 4
ATTACHMENT TO PRICE QUOTE 8

Section III - Price

We have reproduced the Excel file provided as Attachment with the RFQ and have presented it here.

Attachment: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018	1.4	*	(b)(6);(b)(7)(C)	
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019	12	MO		
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020	12	MO		
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020	8	MO		
			Tot	

Additional Pricing Explanation: *Contract start date will be 12/21/2017; however, West billing is systematically generated for whole calendar months. Therefore, standard invoicing will display a start date of 1/1/2018. Consistent with our standard pricing models and with ICE's current CLEAR contract, the monthly rate for the access license (in this case, to LPR data, via link from Thomson Reuters CLEAR to Vigilant's LEARN) increases 5% year-over-year in the last two periods of the option years. The modest escalation ensures that we are able to bring the most current product functionality to our customers while maintaining agreed-upon pricing during the estimated contract duration. We do not charge additionally for training or support of our online products.

Vendor Terms

West Publishing Corporation (West, a Thomson Reuters business, hereinafter "West") proposes to provide access to License Plate Reader data to the **U.S. Department of Homeland Security, Immigration and Customers Enforcement, Enforcement and Removal Operations and Homeland Security Investigations** (hereinafter 'agency'), via open market purchase of access rights through Thomson Reuters CLEAR and Vigilant's LEARN platform.

The following terms and conditions apply to any contract resulting from this proposal (hereinafter "contract").

- **Contract Term**—The Base Period will be 12/21/2017 to 1/31/2018, with billable access to the contracted data upon completion of the Privacy Impact Assessment.
- **Renewal Options**—Any contract resulting from this proposal may be renewed for two (2) additional one-year periods and one subsequent 8-month period (Option Periods 1-3), subject to available funding.
- **Invoicing**—West billing is systematically generated for whole calendar months. Therefore, the first invoice will display a start date of 1/1/2018. Billing will be monthly in arrears through the contract duration, anticipated through 9/30/2020.
- **Authorized Users**—Only users authorized to use CLEAR by the agency may access and use CLEAR under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the agency's research and work. ICE may authorize only ICE users; ICE may not provide access to other agency personnel.
- **Passwords**—Each CLEAR user must be assigned a separate CLEAR password. CLEAR passwords may only be used by the person to whom the password is issued. Sharing of CLEAR passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the agency if West learns that CLEAR has been used by a person other than the person to whom the password has been issued.
- **Additional Users**—West's offer provides LEARN access to all authorized agency users, based on ICE's current organizational structure. For any contract awarded to West pursuant to this proposal, the agency can add additional agency users beyond the user limit. Any additional passwords issued beyond the user limit, will be billed to the agency at a mutually agreed upon monthly rate (in addition to the fixed monthly charge).
- **Ordering Documents**—All access to and usage of CLEAR is governed by the then-current General Terms and Conditions—Thomson Reuters Legal Products and Services document. This document (included with this proposal) will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal.
- **Credentialing Documents**—Access to and usage of CLEAR requires periodic completion of the then-current Account Validation and Certification (AVC) Form. As a current CLEAR customer, we do not anticipate needing an AVC form at this time.
- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As	West, a Thomson Reuters business

(DBA):	
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101

- **Order Processing**—CLEAR service will begin the first day of the first month following receipt of the fully executed contract (or delivery order), provided adequate time is available for implementing the contract. In general, to implement a contract West must receive the fully executed contract no later than five business days prior to the end of the month preceding the start of CLEAR service.
- **Offer Acceptance Period**—The terms of this price proposal are valid for 60 days from the submittal date of this proposal.

Assumptions, Conditions, Exceptions

West submits the following assumptions, conditions, and exceptions to the Terms and Conditions in the RFQ dated December 15, 2017, and the related Attachments.

Assumptions - General

West is offering a commercially available off-the-shelf item that is accessed via the internet. In such circumstances, the FAR envisions using the standard license agreements that are typically available to the commercial public for the offered product. Thus, West incorporates its General Terms and Conditions for Federal Subscribers (West's standard terms modified to incorporate Federal law) and standard license terms into all of its agreements, which sets forth the commercial terms that govern the arrangement. As such, West conditions its offer upon the acceptance of its General Terms and Conditions for Federal Subscribers and standard license terms, along with the exceptions to the solicitation outlined below. West is willing to leverage the terms and conditions previously agreed to by ICE in its contract for CLEAR services – Contract No. HSCEMD-16-F-00003.

"West's data" includes proprietary data and data properly licensed to West for access through our products.

The compliance of LPR access via CLEAR and/or LEARN with the requirements in the RFQ's Statement of Work is detailed in our Technical Response to the RFQ. Any variances from the SOW are noted in the technical responses to each of the requirements.

Assumptions/Exceptions - Attachment 2, Quality Assurance Surveillance Plan

Overall Support Service: Thomson Reuters provides support and training for their CLEAR product and for integrated access to the LEARN platform via CLEAR. Vigilant provides all support for their LEARN platform.

Results of a single LPR query: Quick response time for queries is contingent on positive internet connectivity. Neither Thomson Reuters nor Vigilant control the internet connectivity of the users or any related connectivity issues.

Withholding Criteria: We do not agree to penalties or payment withholding regarding performance standards.

Exceptions to Attachment 3, Terms and Conditions

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016): West respectfully requests removal of this provision in its entirety, as it is inapplicable. West is providing access to a commercial off-the-shelf product accessed via the internet. West is not offering a "covered contractor information system" nor is West receiving "Federal contract information." The flow of information is from West to the end-user (Government) and access is available via the internet using the agency's existing information technology equipment, so none of the requirements of 52.204-7021 apply. Thus, this provision is not applicable to the product offered under this solicitation. West does offer protection to all of our customers via our standard license agreements,

and applicable privacy policies, which are incorporated into this proposal. As a result, and to avoid confusion between the rights and responsibilities of the parties, West respectfully requests the deletion of this clause.

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015): West respectfully notes that Subsection (c) does not apply to this solicitation as West is offering a commercial item as defined by FAR 2.101. The obligations covered in this Subsection (c) shall not apply to West.

52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010): West respectfully requests removal of this provision in its entirety, as it is inapplicable. This only applies to ARRA-funded contracts which West does not accept.

52.204-14 Service Contract Reporting Requirements (OCT 2016): West respectfully requests removal of this provision in its entirety, as it is inapplicable to the commercial off-the-shelf product offered under this solicitation. West's product is a license to access West's platform via the internet, a commercial off-the-shelf item. As a result, the Service Contract Act does not apply because the primary purpose of the contract is not to deliver services via service employees. *Cf.* 29 C.F.R. § 4.110. Any service-type actions are incidental to the main purpose of the contract. Further, contract support by West employees (such as billing or technical support) is performed, when requested, by administrative or professional employees. *See* 29 C.F.R. § 4.113 (SCA does not apply to executive, administrative or professional employees). Further, even if the products offered by West could be construed as services within the SCA, the statutes and regulations specifically exclude services performed via communication systems such as radio, television and the internet. 29 C.F.R. § 4.115(b)(4).

52.219-9 Small Business Subcontracting Plan (JAN 2017) – Alternative III (NOV 2016), 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999): West respectfully requests removal of these provisions in their entirety. West's commercial subcontracting plan is managed by GSA, and West will not use any subcontractors during the performance of this contract.

52.224-3 Privacy Training (JAN 2017) Alternate 1 (JAN 2017): West respectfully requests the removal of FAR 52.224-3, which pertains to the Privacy Act of 1974. This Act does not apply to this contract because West is not developing or operating a system of records on individuals for ICE. West is providing a commercial item; specifically, a license to access data sourced by, and under the control of, West. Access to West's data is subject to the terms of West's General Terms and Conditions for Federal Subscribers.

52.239-1 Privacy or Security Safeguards (AUG 1996): West respectfully requests removal of this section in its entirety. This clause applies to information technology acquisitions and those for the operation of a system of records as defined by federal regulations. (FAR 39.106). West is offering neither information technology nor a system of records. West is offering a commercial off-the-shelf service that provides users access to a license recognition product via the internet and through the user's own equipment.

West is not offering any information technology products, because West is not offering any equipment (See Far 2.101 for definition of "Information Technology"). Further, West is providing users with access to West's own data, and not a "system of records on individuals" that is under government control (See FAR 24.101 for definition of "system of records on individuals"). As a result, and to

avoid confusion between the rights and responsibilities of the parties, West respectfully requests the deletion of this clause.

52.222-41 Service Contract Labor Standards (MAY 2014): West respectfully requests removal of this provision in its entirety, as it is not applicable to the product offered under this solicitation. West is providing access to a commercial off-the-shelf item. This contract is not subject to area prevailing wage determinations or incumbent contractor's collective bargaining agreement.

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014): West respectfully requests removal of this provision in its entirety, as it is not applicable to the product offered under this solicitation. West is providing access to a commercial off-the-shelf item. This contract is not subject to area prevailing wage determinations or incumbent contractor's collective bargaining agreement.

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014): West respectfully requests removal of this provision in its entirety, as it is not applicable to the product offered under this solicitation. West is providing access to a commercial off-the-shelf item. This contract is not subject to area prevailing wage determinations or incumbent contractor's collective bargaining agreement.

52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015): West respectfully requests removal of this provision in its entirety, as it is inapplicable to the commercial off-the-shelf product that West is providing to ICE. These products do not "directly engage the time and effort of a contractor or construction."

3052.204-70 Security Requirements for Unclassified Information Technology Resources: West respectfully requests removal of this provision in its entirety, as it is inapplicable to the commercial off-the-shelf product offered by West. West is providing internet access to a commercial off-the-shelf research product. West will not have physical or electronic access to sensitive information contained in ICE's unclassified systems that directly support the agency's mission.

52.224-1: Privacy Act Notification (APR 1984), 52.224-2: Privacy Act (APR 1984), PRIV 1.7: Privacy Act Information and ICE Information Governance and Privacy Requirements Clause (JUL 2017) (A and C): West respectfully requests the removal of these provisions, which pertain to the Privacy Act of 1974. This Act does not apply to this contract because West is not developing or operating a system of records on individuals for ICE. West is providing a commercial item, specifically, a license to access data sourced by, and under the control of, West. Access to West's data is subject to the terms of West's General Terms and Conditions for Federal Subscribers**.**

3052.204-71 Contractor employee access (SEP 2012), and Alternate I Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d) Information Technology Security and Privacy Training (MAR 2015): West respectfully requests removal of this provision in its entirety, as it is inapplicable to the commercial off-the-shelf product offered by West. West is providing internet access to a commercial off-the-shelf l product. West will not have access to unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance. Additionally the Privacy Act of 1974 does not apply to this contract because West is not developing or operating a system of records on individuals for ICE.

PRIV 1.2: Reporting Suspected Loss of Sensitive PII, PRIV 1.3: Victim Remediation Provision and PRIV 1.4: Separation Checklist for Contractor Employees and ICE Information Governance and Privacy Requirements Clause (JUL 2017)(D): West respectfully requests removal

of these provisions in their entirety, as they are inapplicable to the commercial off-the-shelf product offered by West. West is providing internet access to a commercial off-the-shelf product. ICE will not be providing PII nor will West accept any PII in the performance of this contract. West is providing a license to access data sourced by, and under the control of, West. Access to West's data is subject to the terms of West's General Terms and Conditions for Federal Subscribers.

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment: West respectfully requests removal of this provision in its entirety, as it is inapplicable because West will not be performing tasks at Government facilities, or accessing Government networks using Government furnished IT or any other Government equipment. West is offering internet access to a commercial-off- the-shelf online subscription product that is accessed by the end-user (ICE) via the internet using ICE's existing information technology equipment.

REC: 1.1: Required DHS Basic Records Management Training and REC 1.5: Comply with All Records Management Policies: West respectfully requests removal of these provisions in their entirety, as they are inapplicable. Neither West nor any of its employees will have physical or electronic access to sensitive information contained in ICE's unclassified systems. West will comply with this federal records management policies that do not include policies associated with safeguarding records cover by the Privacy Act of 1974. This Act does not apply to this contract because West is not developing or operating a system of records on individuals for ICE.

REC 1.2: Deliverables are the Property of the U.S. Government and REC 1.4: Agency Owns Rights to Electronic Information: West respectfully requests removal of these provisions in their entirety, as they are inapplicable to the commercial off-the-shelf product offered under this solicitation. West is not providing a work for hire and no title shall pass to ICE in performance of this contract.

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: West will comply with this federal records management policies that do not include policies associated with safeguarding records cover by the Privacy Act of 1974. This Act does not apply to this contract because West is not developing or operating a system of records on individuals for ICE.

Attachment to Price Quote

- Thomson Reuters General Terms and Conditions for Federal Subscribers

These terms govern your use of the Thomson Reuters products and services in your order form. "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form.
Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order.

FAR Applicability. The Agreement is subject to applicable federal law including incorporated FAR clauses. If the terms of the FAR or other federal law are different from the Agreement, the FAR or other federal law will have priority.

1. OUR PRODUCTS & SERVICES

(a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.

(b) **Updates**. Our products and services change from time to time but we will not change the fundamental nature of our products and services unless the change is the result of the modification or termination of an agreement with a third party provider or as required to comply with any law.

(c) **Passwords**. Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

(d) **Unauthorized Technology**. Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

(e) **Usage Information**. We may collect information related to your use of our products, services and data. We may use this information to test, develop and improve our products and services and to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.

(f) **Third Party Providers**. Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URLs: **http://legalsolutions.com/westlaw-additional-terms** and **http://legalsolutions.com/clear-additional-terms**. You agree to comply with all applicable third party terms.

(g) **Third Party Supplemental Software**. You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.

(h) **Limitations**. Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products to benefit your customers in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.

(i) **Services**. We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.

(j) **Security**. Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's information. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third party access to the other party's content and will use reasonable efforts to remedy identified security vulnerabilities.

2. INFORMATION SERVICES

(a) **License**. In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers. Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source where data is permitted to be used or distributed. Copyright notices must be retained on transmitted or printed items.

(b) **Further Distribution**. You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. The US Copyright Act (17 U.S.C.A. 107) fair use provision or Copyright Designs and Patents Act 1988, Part I, Chapter III may allow additional uses.

3. INSTALLED SOFTWARE

(a) **License**. You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

(b) **Delivery**. We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. THOMSON REUTERS HOSTED SOFTWARE

(a) **License**. You may use our hosted software only for your own internal business purposes.

(b) **Delivery**. We deliver our hosted software by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.

(c) **Content**. Our hosted software is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted software, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the hosted software from your last available back up copy.

5. CHARGES

(a) **Payment and Taxes**. You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

(b) **Changes**. Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 30 days written notice.

(c) **Excess Use**. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. If you are located in the UK or the EEA you are the data controller and we are the data processor for any PII you transfer to Thomson Reuters, and you must transfer that PII in accordance with applicable laws. PII includes any information relating to an identified living natural person or a living natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This paragraph shall survive three (3) years after the termination of the Agreement or until the information is no longer deemed confidential under applicable law, whichever occurs first.

(b) You may permit independent contractors to access our confidential information to the extent necessary for the contractor to provide services to you if the contractor first executes a confidentiality agreement which prohibits the contractor from using or disclosing our confidential information. An independent contractor who is our competitor will not have access to our confidential information. A competitor, for purposes of the prohibition, is a third party that is regularly engaged in the business of developing or marketing software that performs the same or similar functions as one or more of the modules of the software to which you subscribe.

(c) Each party represents to the other party that its personnel have undertaken general obligations of nondisclosure with regard to proprietary and confidential information to which they have access during the course of their relationship with the other party that are no less restrictive than those imposed in the agreement.

8. WARRANTIES AND DISCLAIMERS

THE WARRANTIES IN THIS SECTION ARE THE EXCLUSIVE WARRANTIES FROM US AND EXCLUDE ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS (EXPRESS OR IMPLIED), INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED.**

(b) **INFORMATION. OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.**

(c) **SOFTWARE. WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY.**

(d) **DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES. IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.**

(e) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL AND ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY.**

9. LIABILITY

(a) **LIMITATION. EACH PARTY'S ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT YOU PAID IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

(b) **Unlimited Liability**. Section 9(a) does not limit either party's' liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your liability in relation to Section 9(e) or for claims for reimbursement arising thereunder; or to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you.

(c) **Claims Period**. Claims must be brought within 12 months after the basis for the claim becomes known to the person asserting the claim.

(d) **Third Party Intellectual Property**. If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(d) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(e) **Your Responsibilities**. You are responsible for (i) complying with this Agreement; (ii) proper use of our products and services in accordance with all usage instructions; (iii) adhering to the minimum recommended technical requirements; (iv) changes you make to our product, services or data; (v) your combination of our products, services or other property with any other materials; (vi) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (vii) installing updates; (viii) claims brought by third parties using or receiving the benefit of our products, services or data through you, except claims covered by Section 9(d); and (ix) claims resulting from your violation of law, or violation of our or any third party rights. You must reimburse us for any losses we incur with respect to your failure to comply with or otherwise in relation to these responsibilities. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(f) Your responsibility for misuse, abuse or compromise of the data and any claim, loss, damage, liability or expense directly or indirectly relating to the agreement arising from your employees' or agents' acts or failures to act will be determined under the Federal Tort Claims Act or other Act of Congress, as

applicable. You acknowledge that your access to and use of Regulated Data is contingent upon complying with your contractual obligations.

(g) The remedies in paragraphs 9 and 10 are your exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of West for damages (except for bodily injury), including, but not limited to, the licensing, delivery, installation, use or performance of software or the integration of software with other software or hardware.

10. TERM, TERMINATION

(a) **Term**. The term and any renewal terms for the products and services are described in your order form.

(b) **Suspension**. We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination**. Either of party may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis. If, as the result of a modification or termination of an agreement with a third party provider, we fundamentally change a product or service to your detriment, you may terminate the Agreement (in whole or with respect to the affected product or service) upon 30 days written notice.

(d) **Effect of Termination**. Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Assignment**. You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

(b) **Feedback**. Any comments, suggestions, ideas or recommendations you provide related to any of our products or services are our exclusive property.

(c) **Severability**. If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

(d) **Agreement Compliance**. We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

(e) **Precedence**. The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Amendment**. The Agreement may be varied only by a written amendment signed by both parties.

(g) **Waiver**. Neither of us waives our rights or remedies by delay or inaction.

(h) Our products may not be exported or re-exported in violation of the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act or any other applicable laws, rules and regulations.

(i) United States Government use, duplication or disclosure of our software products is subject to applicable restrictions of the following regulations: Commercial Computer-Restricted Rights [FAR 52.227-19(a) - (d)]; Rights in Technical Data and Computer Product [DFARS 252.227-7013(c)(1)(ii)]; the Commercial Computer Product – Restricted Rights [48 CFR 52.227-19 (c)(1) and (c)(2)]; and similar clauses in the NASA FAR Supplement. These restrictions do not apply to our information products or hosted services.

(j) The agreement supersedes the terms and conditions of any clickthrough agreement associated with any software product or hosted service in the ordering document.

Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Technical Response

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

(b)(6);(b)(7)(C)

DUE DATE:
December 18, 2017, by 6 pm ET

SUBMITTED BY

Thomson Reuters

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Contents

INTRODUCTION 1

SECTION I – TECHNICAL APPROACH 2

C.4 RESPONSES TO PERFORMANCE REQUIREMENTS 2

Data Service Content/Scope 2

User Management and Support 5

Functional Requirements 7

Query Capabilities 7

Alert List Capabilities 10

Mobile Device Capabilities 12

Audit and Reporting Capabilities 13

C.5 IS NOT IDENTIFIED/INCLUDED IN THE STATEMENT OF WORK 17

C.6 PROMOTION OF THE CONTRACT 17

C.7 NEWS RELEASES 17

C.8 LICENSE TYPE 17

SECTION II – PAST PERFORMANCE 18

Introduction

Thomson Reuters has a long history of commitment to meeting the informational needs of the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), and we seek to maintain and expand that relationship in responding to the current Request for Quote for access to a License Plate Reader database.

Through the combination of comprehensive and reliable data, technology, and expertise in how public records and related information can benefit government objectives, Thomson Reuters, with our partner, Vigilant Solutions, is uniquely positioned to help ICE meet your agency's diverse challenges with our subscription services.

Based on conversations with ICE personnel about the specific investigative needs of ICE, Thomson Reuters can provide access to license plate reader data via a hyperlink to the LEARN platform through the CLEAR platform. Providing access to the data through CLEAR provides reassurance to ICE, by virtue of existing agreed-upon terms and auditing requirements, per agency mandate. This offer also provides access to LPR through Vigilant's LEARN platform, which is maintained and supported by Vigilant.

The Thomson Reuters CLEAR team has been successfully supporting DHS's investigative research needs and initiatives since the agency's inception. We are proud to support the DHS and look forward to continuing our long-standing partnership.

Section I – Technical Approach

C.4 Responses to Performance Requirements

In this section of our response, we respond directly to the Performance Requirements in the Statement of Work of the RFQ. The information presented here is considered proprietary and confidential.

DATA SERVICE CONTENT/SCOPE

We propose access to License Plate Reader (LPR) data via hyperlink from Thomson Reuters CLEAR to Vigilant Solutions' (Vigilant's) LEARN platform.

Requirement: The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.

Response: The offered LPR data is collected from various toll roads, parking lot/garages, repossession vehicles and law enforcement agencies nationwide.

Requirement: The LPR data service shall include substantial unique LPR detection records.

Response: Vigilant's database currently has hundreds of millions of unique detection records from commercial sources. Besides LPR records from commercial sources such as parking garages, tolls and asset recovery vehicles Vigilant also has a large network of local and state law enforcement agencies (LEAs) across the country. This network of LEAs has the ability to share their LPR records with ICE – regardless of their LPR hardware provider. All LEA detection records are the intellectual property of the LEA and all retention times and permissions on these records are set by those agencies. Vigilant only hosts and maintains those records.

Requirement: The LPR data service shall compile LPR records from at least 25 states and 24 of the top thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

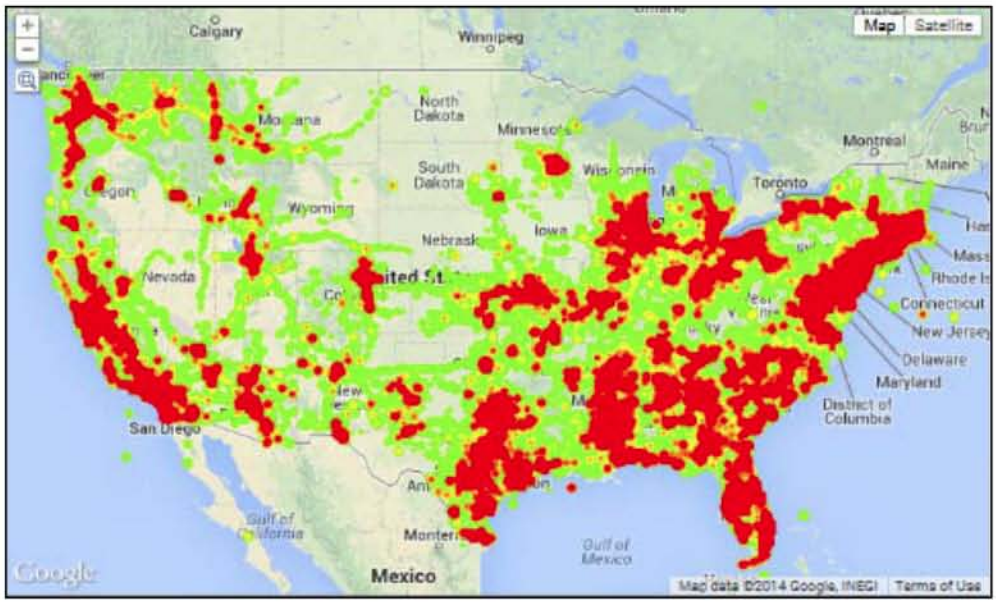
Response: Forty-seven (47) states, the District of Columbia, and Puerto Rico have commercial LPR scan records. (Hawaii, Maine, and Vermont do not.)

A list of the most populous 50 metropolitan areas in the US with commercial LPR data is provided below and exceeds the minimum requirement by DHS. Additional locations can be provided upon request.

Number	Metro Area
1	NewYork-NorthernNewJersey-LongIsland,NY-NJ-PA
2	LosAngeles-LongBeach-SantaAna,CA
3	Dallas-FortWorth-Arlington,TX
4	Chicago-Joliet-Naperville,IL-IN-WI
5	Houston-SugarLand-Baytown,TX
6	Washington-Arlington-Alexandria,DC-VA-MD-WV
7	Phoenix-Mesa-Glendale,AZ
8	Miami-FortLauderdale-PompanoBeach,FL
9	Riverside-SanBernardino-Ontario,CA
10	SanAntonio-NewBraunfels,TX
11	Baltimore-Towson,MD
12	SanDiego-Carlsbad-SanMarcos,CA
13	Atlanta-SandySprings-Marietta,GA
14	KansasCity,MO-KS
15	VirginiaBeach-Norfolk-NewportNews,VA-NC
16	SanFrancisco-Oakland-Fremont,CA
17	Austin-RoundRock-SanMarcos,TX
18	St.Louis,MO-IL
19	Cleveland-Elyria-Mentor,OH
20	Richmond,VA
21	Orlando-Kissimmee-Sanford,FL
22	LasVegas-Paradise,NV
23	Columbus,OH
24	Tampa-St.Petersburg-Clearwater,FL
25	Charlotte-Gastonia-RockHill,NC-SC
26	ElPaso,TX
27	Columbia,SC
28	Memphis,TN-MS-AR
29	Sacramento--Arden-Arcade--Roseville,CA
30	Seattle-Tacoma-Bellevue,WA
31	Cincinnati-Middletown,OH-KY-IN
32	McAllen-Edinburg-Mission,TX
33	Denver-Aurora-Broomfield,CO
34	Vallejo-Fairfield,CA
35	Philadelphia-Camden-Wilmington,PA-NJ-DE-MD
36	Charleston-NorthCharleston-Summerville,SC
37	Milwaukee-Waukesha-WestAllis,WI
38	Jackson,MS
39	SanJose-Sunnyvale-SantaClara,CA
40	Stockton,CA
41	Hartford-WestHartford-EastHartford,CT
42	Greenville-Mauldin-Easley,SC

43	Raleigh-Cary,NC
44	Bakersfield-Delano,CA
45	MyrtleBeach-NorthMyrtleBeach-Conway,SC
46	Minneapolis-St.Paul-Bloomington,MN-WI
47	Buffalo-NiagaraFalls,NY
48	NewHaven-Milford,CT
49	Bridgeport-Stamford-Norwalk,CT
50	Corpus Christi,TX

The map below shows the density and coverage of Vigilant's commercial LPR data. Red areas have higher concentrations followed by yellow and green.



Requirement: The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

Response: A summary of the number of unique records for each month over the last twelve (12) months is provided in the table below.

Month / Year	Unique Commercial Data Records
16-Dec	153,649,853
17-Jan	147,648,720
17-Feb	146,027,234
17-Mar	172,324,187
17-Apr	163,997,190
17-May	175,011,763
17-Jun	162,459,125
17-Jul	158,693,852

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



Requirement: The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

Response: All decisions regarding access to the system will be made at ICE in accordance with the CLEAR Administrator's Standard Operating Procedures Manual. LEARN access will require separate credentials and will be given to the users upon receipt of a user list from ICE. Authorized CLEAR users will have additional LEARN credentials generated. ICE may authorize only ICE users; ICE may not provide access to users from other agencies.

Requirement: Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

Response: ICE will assign their intended authorized users; no ORI will be needed.

Requirement: The ability to add new users or delete existing users within 24 business hours of ICE's request.

Response: To maintain consistency with the CLEAR contract, addition of new users or deletion of existing users will occur as soon as possible, but at no point longer than 24 business hours. Thomson Reuters will work with ICE regarding management of user population.

Requirement: Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

Response: The Thomson Reuters CLEAR contract includes a full-time Client Relationship Manager. Thomson Reuters will provide annual Agency Manager and System User training onsite at ICE facilities. User manuals will be provided as well as links to short videos uploaded to YouTube that demonstrate how to utilize some of the LEARN features. For CLEAR access, Thomson Reuters will also provide "Help Desk" support 24/7/365 via phone (877-242-1229), or support via email (clear@thomsonreuters.com).

Requirement: System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

Response:A "Forgot My Password" link will be included for users to reset any forgotten passwords upon any attempt to sign in. Customer support, including escalation, when appropriate regarding impact, will be available for other issues.

Requirement: Unlimited technical support to each user.

Response: Thomson Reuters will provide unlimited technical support 24/7 for each user of CLEAR. Vigilant will provide unlimited technical support 24/7 for each user of the LEARN platform.

Requirement: Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Response: CLEAR undergoes periodic updates for enhancements and updates. Thomson Reuters is certified to international standards, 27001 and 9001, assuring appropriate controls and processes to protect data and system integrity.

Vigilant will periodically update the user interface and mobile application. Besides regular updates to the software interfaces and mobile applications, Vigilant is committed to providing a top-tier hosting facility with Verio, a Microsoft Gold Certified Partner. This helps provide a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

FUNCTIONAL REQUIREMENTS

QUERY CAPABILITIES

Requirements: Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.

- The splash screen will appear at each logon event.
- The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
- The agency will provide the language for the splash screen content.

Response: Upon login to CLEAR, users must select from available options the applicable permissible use/purpose for the various regulations (e.g., DPPA). Included with direct access to the LEARN platform, Vigilant will provide a splash screen upon logging into the system that will describe the agency's permissible uses of the data and will require the user to affirmatively consent to these rules before proceeding. The ICE provided message will also be available via hyperlink.

Requirement: All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

Response: Included with direct access to the LEARN platform, we understand that all queries of the LPR data shall be based on a license plate number entered by the user. The data returned in response will be limited to the matches of that license plate number only within the specified period of time.

Requirement: The system will not permit user queries of the data service unless a license plate number is entered.

Response: The Vigilant user interface will allow a user to search only if a license plate is entered. (Specific functionality, e.g., Stakeout/Make-Model functionality, would have to be turned off in order to limit searching by license plate number only and to prevent searches by other methods.)

Requirement: The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

Response: Vigilant will make available a drop-down list for users to select a reason code that will be provided by ICE. Besides the drop-down, there will be input capability for a case number as well as the ability to include notes up to 255 characters.

Requirement: The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

Response: Vigilant will provide the ability for a user to indicate who is requesting the query. All information will be stored in audit logs.

Requirement: The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

Response: Vigilant will provide a free-text field of up to 255 characters for user to enter notes. This feature can be made mandatory for all queries or reports.

Requirement: The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).

- The query interface will have a field for the user to select or input the appropriate timeframe for the query.
- The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).

- The system shall not run a query that lacks a time frame entered by the user.

Response: The LPR query will be limited to a time frame consistent with agency policy, e.g., five (5) years. The system also will block any queries that lack a time frame.

Requirement: The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

Response: The LEARN platform solution will provide direct query index look-ups. For example, plate ABC123 will always return records tagged as plate ABC123. We are 100% correct due to data being statically indexed by exact plate numbers. Note: While indexes are statically created, the image analysis to create the static index is still subject to an accuracy of less than 98% due to a number of items such as angle of LPR cameras, impacted snow on the plate, bent/damaged plate, partially obstructed view of plates, heavy snow or rain, etc. Because the LPR data accessed via CLEAR originates with Vigilant, the accuracy of LPR data accessed via CLEAR will be consistent with Vigilant's description of data accuracy. Neither Thomson Reuters nor Vigilant guarantees a margin of error.

Requirement: To ensure accuracy of information, the response to a query must include at least two photos on all hits.

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

- Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection and coordinates.

Response: In the LEARN platform, LPR cameras do not use visible light, such as a flashlight. The vehicles make, model, or color at night can be hard to identify. This is true for all LPR records in low ambient light conditions, which we cannot control. To help identify vehicles at night, Vigilant has developed a way to populate a daytime image within a nighttime image of a vehicle if the vehicle has been scanned during the day, so the user can quickly identify and confirm vehicle make, model, and color. In most states we can also identify vehicle make and model, by using additional information gathered from CarFax that is seamlessly integrated into the software. Although we can help identify a large number of nighttime records, we cannot do so for 100% of the records due to these circumstances, although a very high percentage can be identified with even nighttime images.

All LPR records will include two (2) images (one of the vehicle and one of the license plate). Printable reports will include images, Google map, Google satellite image, nearest address, nearest intersection, GPS coordinates and source of the record.

Requirement: The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data.

Response: We will work with ICE regarding a notification mechanism; however, we do not agree to remedying all erroneous data.

Requirement: The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

Response: Thomson Reuters and Vigilant value the trust placed in us by ICE and will not inappropriately use or disclose any DHS information to other customers, business partners, or other individuals or entities. DHS will have the ability to accept additional LPR data that is collected by local and state law enforcement agencies across the country who are already Vigilant customers and reside on the LEARN hosted server. This could provide hundreds of millions more LPR scans available for ICE to search. Currently there are almost 500 million detection records that are collected by local and state LEAs. All shared LEA records are the intellectual property of the respective LEAs. Vigilant cannot edit or modify these records should there be a misread. If ICE accepts the LPR records from the LEAs, ICE does not have to share anything in return. All sharing controls are set, monitored, and maintained by ICE Agency Managers.

Requirement: The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Response: ICE's query data will not be used for commercial purpose by Thomson Reuters or Vigilant. Queries submitted by ICE will be stored only to maintain an audit log for the applicable platform.

ALERT LIST CAPABILITIES

Requirement: The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

Response: Included with direct access to the LEARN platform, Vigilant will provide an "Alert List" feature called "Hot-Plate". The hot-plate will be saved within the LEARN system and be compared to new records as they are loaded into the system's database. Any matches will generate a near real-time alert notification to the users with permissions to the hot-plate record.

Requirement: The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to share Alert Lists notifications between ICE users.

Requirement: The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or - entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match

(with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to automatically match new detections against a user uploaded alert list. The notification will provide maps, images, GPS, date, time, and nearest address and cross street. The notification can be sent to multiple ICE users that are sharing the alert list for the specific investigations. The system-generated alert will not contain any PII; however, if an ICE user entered PII within the comments of the alert list, the system would generate an alert with the user's comments that would contain the PII, therefore, be in violation of DPPA. Vigilant cannot control what the user types in the comments section. It is up to ICE users not to comply by not including personally identifying information when inputting an alert list. This requirement can be called out in the before mention splash screen upon log in if needed.

Requirement: The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose/investigation/operation for which the query was performed.

Response: Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make , model, color, and a reason code as a custom field and a comments section of up to 255 characters or less. The allowable number of alert list records per the system significantly exceeds the requirements of DHS, but ICE may dictate the maximum number of records allowable by their users.

Requirement: The Alert List function will include an automated capability that flags license plates for deconfliction.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to establish Alert List submissions, perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate. A deconfliction feature that any police agency can opt into will be provided and would allow DHS to be notified should a local or state police agency run searches on a plate that DHS was investigating. This deconfliction program must be opted into by local or state police.

Requirement: License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

Response: Included with access on the LEARN platform, any LPR detection matching an ICE Alert List will return to the iOS application, alerting authorized users of a positive match. All detections will be uploaded into LEARN for future reference or investigation by ICE.

Requirement: Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. If determined to be cost feasible, the system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will provide an ability to load an alert list with a one (1) year expiration time frame. The system will prompt users two (2) weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Included with access to the LEARN platform, all alert list activity will be captured for auditing reports and will include user name, date, time, reason code, notes, license plate number entry, deletion, renewal, and expiration from alert list.

Requirement: The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list.

MOBILE DEVICE CAPABILITIES

Requirement: The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

- Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile

device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant Mobile Companion software for iOS devices will allow a user to query the LPR database and return alerts for positive matches to a user-loaded alert list. The application will delete any saved data on the device after 60 days.

Requirement: The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Response: Thomson Reuters will coordinate with Vigilant and ICE regarding compliance of Vigilant's mobile application with any applicable privacy assessment prior to use.

AUDIT AND REPORTING CAPABILITIES

Requirement: The vendor shall generate an immutable audit log in electronic form that chronicles the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
- Date and time of query; and
- Results of the query.

Response: Available with access to the LEARN platform, any action on Vigilant's LEARN web interface or mobile application shall be fully auditable and shall not be disabled by the user. Audit reports will identify the user initiating the query or the person on whose behalf the query is initiated. The audit report will include plate number, date limitations, geographical limitations if search area is saved with LEARN, reason code, and any other data selected by the user.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Available with access to the LEARN platform, all Alert List activity shall be audited to capture user name, date and time, reason code, and user notes associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Requirement: The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

Response: Thomson Reuters will coordinate with Vigilant to provide requested audit reports. All reports can be exported in PDF format. Exact technical requirements and format for the audit report will be negotiated after contract award.

Requirement: The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

Response: Upon request, Vigilant shall retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to a user activity on the system for internal investigations and oversight.

Requirement: The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

Response: Neither Thomson Reuters nor Vigilant will use any audit trail data for any purpose other than those specified and authorized in the contract.

Requirement: The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

Response: With access to the LEARN platform, Vigilant can provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any time frame.

Requirement: The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

Response: With access to the LEARN platform, Vigilant will maintain audit logs for seven (7) years. Vigilant will not share the audit logs with any outside entities including law enforcement. If the contract is terminated, Vigilant will export/transfer any alert list data to any storage medium or location specified by ICE. This transfer will occur within thirty (30) days of contract end.

Because usage activity for all CLEAR customers is logged for security purposes, we do not agree that the audit logs for usage of CLEAR are records under the Federal Records Act, Nevertheless, Thomson Reuters understands the importance of audit capabilities surrounding the sensitive information accessed through CLEAR and currently is successfully providing them to the agency in connection with the CLEAR contract. Thomson Reuters can provide an audit log that outlines 1) the identity of the

user querying the data; 2) the exact query entered; and 3) the date and time of query (time zone to reflect user's time zone). Query results are not part of Thomson Reuters audit logs and would not be available. (We also caution that CLEAR data is continually updated, so there would be no expectation that reproducing a query at a later point in time would provide the same results.)

Authorized contract administrators are able to make formal requests for audit logs on agency letterhead via email to Thomson Reuters Client Relationship Managers. Thomson Reuters log records are maintained in accordance with all applicable laws, rules, and regulations, such as the Driver's Privacy Protection Act (18 U.S.C. §2721 et seq.) and may access them only for statutory compliance, internal audit and security purposes, as well as providing usage and charge information to our internal billing system. These internal Thomson Reuters records can be provided upon request, subject to Thomson Reuters records retention policies, as described above. For custom reporting, CLEAR audit logs are retained in a readily accessible format for approximately five (5) to seven (7) years, so Thomson Reuters would be able to comply with requests for reporting during that period and alleviate the need to extract ICE log data and transfer to ICE. Under the terms of the standard CLEAR license, no other sharing of log records would occur unless required by court order. Audit logs are not used for commercial purposes.

Requirement: The vendor shall meet the following Key Performance Parameters (KPPs)/QCP

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Mean time between failure	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR	Results of a single LPR query	</= 5 seconds after

Response: Vigilant Solutions, Inc. has created a service that allows Law Enforcement Agencies the ability to utilize online License Plate Recognition (LPR) services and Data analytics for the purposes of research and investigations. This service requires strict up-time requirements, and this Quality Control Plan is intended to define how they will be calculated. Vigilant Solutions has a reliable track record of uptime; however, we cannot guarantee > 99% uptime. With the exception of scheduled outages, LEARN Hosted LPR Services will be accessible 24/7/365. We agree that downtime shall not eclipse (4) hours in any given month, with the exception of major upgrades or system migrations. We agree that the mean time between failures (MTBF) will not exceed a mean of 4,000 hours between failures. Vigilant's average LPR Query Response Time for a Single exact Plate is reliably fast; however, we cannot guarantee </= 5 seconds for each single search. For instance, quick response times for queries are contingent upon satisfactory internet connectivity, for which Vigilant does not have control in the ICE environment.

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- Certified Information System Security Professional (CISSP)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Internetwork Expert (CCIE)

- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Associate (CCDA)
- CompTIA A+, CompTIA i-Net+, CompTIA Security+
- Sun Certified System Administrator (SCSA)
- Microsoft Certified Systems Administrator (MCSA)
- Alteon Certified Administrator
- Solaris 8 System Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Red Hat Certified Engineer (RHCE)
- Microsoft Certified Professional (MCP)

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant's commitment to providing a top-tier hosting facility providing quality control. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

Uptime for LEARN Services:

In order to validate and track the uptime for LEARN Services, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the LEARN Average Uptime each month and after any outage (percentage). The calculation and recording of data will be defined on a revolving (12) month cycle. The data will be stored on an internal online document and made available upon request.

LEARN scheduled downtime:

In order to validate and track the LEARN scheduled downtime, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the total LEARN scheduled downtime each month (hours). The calculation and recording of data will be defined on a revolving month cycle. The data will be stored on an internal online document and made available upon request.

Mean time between failure (MTBF):

In order to validate and track the Mean time between failure (MTBF), Vigilant will record and calculate the Date-Time since last failure of LEARN services. The calculation will be based on operation time (hours) between when services became in a non-failed state to when services became in a subsequent failed state or current Date-Time. Vigilant will then calculate the mean time (hours) and base it on a revolving 12-month cycle. The data will be stored on an internal online document and made available upon request.

LPR Query Response Time (Single Plate):

In order to validate and track the LPR Query Response Time (Single Plate), Vigilant will record and calculate the 'Response Time' for each single plate query using our Plate-Search logging utility. The calculation will be based on when the LEARN Web Server(s) receives the plate request and delta in (seconds) between when LEARN Web Server begins to post LPR data. We must calculate the average time (seconds) on a revolving 12-month cycle with a calculation generated daily. The calculation will

be based upon the entire LEARN spectrum for 'Plate-Search' functionality only and not user-specific queries. The data will be stored on an internal online document and made available upon request.

Thomson Reuters CLEAR:

While CLEAR's performance and reliability are typically consistent with the Key Performance Measures, West does not guarantee service levels.

Penalty/Withholding

Neither Thomson Reuters nor Vigilant agree to penalty or withholding of payment regarding performance measures.

C.5 is not identified/included in the Statement of Work

C.5 is not an identified/included item in the Statement of Work.

C.6 Promotion of the Contract

Any promotion of the contract to ICE employees or discussion about its capabilities will be within the parameters described in the RFQ and conducted within the normal course of business for Thomson Reuters.

C.7 News Releases

Thomson Reuters does not anticipate news releases, but would comply with the requirement for ICE approval.

C.8 License Type

The CLEAR license granted for access to LPR is valid for up to the authorized number of ICE users. ICE may add or remove users within the applicable user limit for the offer. See the Additional Users provision in the terms below for information about adding users beyond the applicable offer limit.

Section II – Past Performance

Thomson Reuters considers our customer contracts proprietary, but we offer details of the current contract with DHS ICE as evidence of our past performance:

Reference	Required Information
Agency Name	Department of Homeland Security – Immigration & Customs Enforcement – Enforcement & Removal Operations and Homeland Security Investigations
Name/title of contact person	Contracting Officer: (b)(6);(b)(7)(C) Management/Program Analyst: (b)(6);(b)(7)(C) (b)(6);(b)(7)(C)
Customer Contact Phone	(202) 732-(b)(6);(b)(7)(C)
Customer Contact Email Address	(b)(6);(b)(7)(C)
Contract Number	HSCEMD-16-F-00003/ HSCEMD-17-F-0008
Contract Start Date	10/1/2015
Contract End Date	9/30/2020
Total Contract Value (including all options)	(b)(4)
Brief Description of Contract Requirements	CLEAR with Web Analytics, with person and phone batch searching capabilities, Real Time Incarceration and Arrest Records, and World-Check (HSI only)
Client Manager (or person reaching out to customer)	(b)(6);(b)(7)(C) 443-622-(b)(6);((b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 22 Dec 2017 21:01:08 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: Thomson Reuters signed order
Attachments: 05 01_70CDCR18P00000017 - West signed.pdf
Importance: High

Hi, (b)(6);(b)(7)(C)

We have attached the signed agreement! Please return a copy of the fully executed order to us.

My understanding is that you've purposefully overfunded the base period for budgetary reasons, but expect to be charged only (b)(4) as quoted, for the Base Period. If that's correct, to enable our finance and order fulfillment teams to process the order correctly, would you please send an email that states that?

Thanks,
(b)(6);(

(b)(6);(b)(7)(C) **CF APMP**
Senior Proposal and Compliance Coordinator
Office of General Counsel

Thomson Reuters
the answer company

Phone: +1(703) 219-(b)(6);
Mobile: +1(703) 909-(b)(7)(

(b)(6);(b)(7)(C)

This year we're supporting charities and communities around the globe through 80,000 volunteer hours! Intrigued? Visit tr.com/cr for more information.

This e-mail and anything transmitted with it are for the sole use of the intended recipient and contains information that may be attorney-client privileged and/or confidential. If you are not an intended recipient, please notify the sender by return e-mail and delete this e-mail and any attachments.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE	OF
See Schedule	1	52

2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
		70CDCR18P00000017	70CDCR18Q00000005	12/15/2017

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME
	(b)(6);(b)(7)(C)	202732(b)(6);	ES

9. ISSUED BY — CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE % FOR:

☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 519190
SIZE STANDARD: $27.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS	13a. ☐ THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
	Net 30		☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO — CODE ICE/ERO

ICE Enforcement & Removal
801 I Street, NW
(b)(6);(b)(7)(C
Washington DC 20536

16. ADMINISTERED BY — CODE ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6);(b)(7)(C)
WASHINGTON DC 20536

17a. CONTRACTOR/ OFFEROR — CODE 1485082860000 — FACILITY CODE

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL MN 55164

TELEPHONE NO.

☒ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
PO Box 6292, Carol Stream, IL 60197-6292

18a. PAYMENT WILL BE MADE BY — CODE ICE-ERO-FHQ-CED

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Attn: ICE-ERO-FHQ-CED
Williston VT 05495-1620

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 148508286 Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6);(Email: (b)(6);(b)(7)(C) Government POC: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6);(b)(7)(C) Contracting Officer: (b)(6);(b)(7)(C) Phone: 202-732-(b)(6);(*(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
(b)(4)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☒ 29. AWARD OF CONTRACT: ____ OFFER DATED 12/22/2017. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

(b)(6);(b)(7)(C)

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
12/22/17	(b)(6);(b)(7)(C)	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Email: (b)(6);(b)(7)(C) There are two (2) requisitions associated with this award: 192118FUGOPS12087 and 192118FLMURQ0008. This purchase order is for West Publishing Corporation to provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States. The specific requirements are detailed in the Statement of Work attached. All services shall be performed in accordance with the attached Statement of Work (SOW), West Publishing's Technical Quote (dated 12/22/2017), and West Publishing's Price Quote. West Publishing Corporation's price quote and technical quote are included as an attachment to this purchase order. Funding in the amount of (b)(4) is being allotted to this purchase order award to fund CLIN 0001 for the Base Period of services. All other CLINS are optional CLINs and will be funded at the time they are exercised. The terms and conditions of this purchase order Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) BACK

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	apply only to the purchase order resulting for ICE solicitation 70CDCR18Q00000005. Exempt Action: Y Sensitive Award: PII Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Requisition No: 192118FLMURQ0008, 192118FUGOPS12087 (b)(4);(b)(7)(E) Period of Performance: 12/22/2017 to 01/31/2018				(b)(4)
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Accounting Info: Funded: (b)(4) Period of Performance: 02/01/2018 to 01/31/2019	12	MO	(b)(4)	
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) Continued ...	12	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 05/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2019 to 01/31/2020				
0004	Option Period 3 - 02/01/2020 - 09/30/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 08/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Period of Performance: 02/01/2020 to 09/30/2020 Invoice Instructions: ICE - ERO/HSI Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • (b)(6);(b)(7)(C) • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email. b) USPS: Continued ...	8	MO	(b)(4)	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

ATTN: ICE-ERO-FHQ-CED

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

c) Facsimile:

Alternative Invoices shall be submitted to: (802)-288-7658

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.
Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.
2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government
Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

verification before payment can be processed;

(ii). Dunn and Bradstreet (D&B) DUNS Number;

(iii). Invoice date and invoice number;

(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;

(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;

(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vii). Terms of any discount for prompt payment offered;

(viii). Remit to Address;

(ix). Name, title, and phone number of person to resolve invoicing issues;

(x). ICE program office designated on order/contract/agreement and

(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)

(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.

3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.

(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

(iii) Use shredders when discarding paper documents containing Sensitive PII.

(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at

(b)(7)(E)

Continued ...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	f for more information on and/or examples of Sensitive PII. 5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6);(b)(7)(C) The total amount of award: (b)(4) The obligation for this award is shown in box 26.				

Statement of Work
Access to License Plate Reader Commercial Data Service

C.1. INTRODUCTION AND BACKGROUND.

The intent of this Statement of Work (SOW) is to describe ICE's operational requirements to obtain query-based access to a commercially available License Plate Reader (LPR) database to support its criminal and immigration law enforcement missions. A commercial LPR database stores recorded vehicle license plate numbers from cameras equipped with license plate reader technology. Records are uploaded into the system from a variety of governmental and private sources including, but not limited to, access control systems such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies. Licenses to access the commercial database are sold to commercial consumers as well as to law enforcement agencies.

ICE is neither seeking to build nor contribute to any public or private LPR database. ICE will use LPR information obtained in response to queries of the commercial database to further its criminal law enforcement and civil immigration enforcement missions. ICE immigration enforcement personnel will query the LPR database using known license plate numbers associated with subjects of their immigration enforcement activities, to determine where and when the vehicle has traveled within a specified period of time. The results of the queries will assist in identifying the location of aliens to further ICE's immigration enforcement mission.

ICE will also use LPR information obtained from the commercial database to further its criminal law enforcement mission, which includes investigations related to national security, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography, and immigration fraud. For example, use of LPR data in this context could help to identify the location of an investigative target or person of interest, or help track a vehicle that may be involved in illegal activity, such as smuggling.

Use of this data is expected to enhance officer and public safety by allowing arrests to be planned at locations that minimize the potential for injury (e.g., away from a subject's residence if there are suspected to be children or weapons in the home). Use of this data is also expected to create a cost savings to the government by reducing the work-hours required for physical surveillance.

C2. Objective

To provide constant (24 hour, seven days per week) access to a commercially available, query-based LPR database for ICE law enforcement personnel at ICE offices across the United States in the execution of their official law enforcement duties.

C3. Scope

This contract applies only to a query-based LPR database service for ICE.

C4. Performance Requirements

The vendor provides:

Data Service Content/Scope

- The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.
- The LPR data service shall include substantial unique LPR detection records.
- **The LPR data service shall compile LPR from at least 25 states and 24 of the top 30 most populous metropolitan statistical areas to the extent authorized by law in those locations.**
    - A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office

of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

- The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

- The LPR data service shall make available at least **30 million** new unique LPR data records each month.

- The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

- The vendor shall already be providing similar services to other law enforcement agency customers.

User Management and Support

The vendor shall provide:

- Written instructions and guidance to facilitate use of system.

- The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

- Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

- The ability to add new users or delete existing users within 24 business hours of ICE's request.

- Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

- System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

- Unlimited technical support to each user.

- Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Functional Requirements

Query Capabilities

- Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.
    - The splash screen will appear at each logon event.
    - The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
    - The agency will provide the language for the splash screen content.

- All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

- The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

- The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

- The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

- The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

- The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).
    - The query interface will have a field for the user to select or input the appropriate timeframe for the query.
    - The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).
    - The system shall not run a query that lacks a time frame entered by the user.

- The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets.

- To ensure accuracy of information, the response to a query must include at least two photos on all hits.
    - Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

    - Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and source of the record.

- The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

- The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

- The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Alert List Capabilities

- The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

- The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or -entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

- The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose / investigation / operation for which the query was performed.

- The Alert List function will include an automated capability that flags license plates for de-confliction.
- License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

- Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List.

Mobile Device Capabilities

- The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

    - Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.

- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

- The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Audit and Reporting Capabilities

- The vendor shall generate an immutable audit log in electronic form that chronicles the following data:
  - Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
  - Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
  - Date and time of query; and
  - Results of the query.

- All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

- The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

- The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

- The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

- The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

- The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

The vendor shall meet the following Key Performance Parameters (KPPs):

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR query	Results of a single LPR query	</= 5 seconds after submission

C.6. Promotion of the Contract
The Vendor may promote this contract to current ICE employees during the life of the contract. The Offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

C.7. News Releases
News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

C.8. License Type
The Vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The Vendor shall not provide a named user license.

Quality Assurance Surveillance Plan (QASP)
License Plate Reader (LPR) Data Service

NOTE: The Government reserves the right to revise or change the QASP as determined by the Government to ensure quality service and deliverables over the course of the contract.

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored
- How monitoring will take place
- Who will conduct the monitoring
- How monitoring efforts and results will be documented

This QASP does not detail how the Contractor accomplishes the work. Rather, the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the Contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the Contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the Contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the Contractor's performance. The COR shall keep a quality assurance file. At the conclusion of the contract or when requested by the CO, the COR shall provide documentation to the CO. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. The Contractor shall refer any changes they deem may affect contract price, terms, or conditions to the CO for action.

c. Other Key Government Personnel - Immigration and Customs Enforcement (ICE) National Fugitive Operations Program Headquarters Staff or Federal employees as designated by the COR and/or CO.

All Point of Contact's information will be released upon award.

3. PERFORMANCE STANDARDS

Performance standards define desired services. The Contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance

standards outlined in this QASP shall be used to determine the level of Contractor performance in the elements defined.

The Government performs surveillance to determine the level of Contractor performance to these standards. Standards apply to each month of performance.

The Performance Requirements are listed below. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the Contractor on the contract.

The Government will use these standards to determine Contractor performance and compare Contractor performance to the Acceptable Quality Level (AQL).

Table 1: Performance Requirements Summary (PRS)

Metric	Unit of Measure	Minimum AQL
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Meantime between failure (MTBF)	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of LPR Query	Result of LPR query after entered in end-user-computing device	</= 5 seconds after submission

Table 2: Performance Standards Matrix

Performance Requirement	Paragraph	Performance Standard	Performance Indicator	Performance Level	Surveillance Method	Government Documentation Criteria
LPR Data Service and Technical Support	4.11.1 4.11.2 4.11.4 4.11.5	Uptime of Data Service and Technical Support shall be fully available 24/7/365	LPR Data Service downtime shall not exceed 4 hours in any 1 month period and Meantime between failure (MTBF) is 4,000 operating hours	> 99.0%	Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Overall Support Service	4.4 4.10	Support Availability	Support Service must be available 24/7/365	>99% Monitored monthly during the Transition In period.	Contractor self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.
Results of LPR Query	4.5.3 4.6.2	Length of time for Results of LPR query to appear after being entered in the end-user computing device	Less than 5 seconds after submission	95% Monitored monthly during the life of the contract	Contractor Self-monitoring and Validated User/Customer Complaints 100% Inspection	Metrics will be reported in CPARS.

4. METHODS OF QUALITY ASSURANCE (QA) SURVEILLANCE

Regardless of the surveillance method, the COR shall always contact the Contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the CO, shall be responsible for monitoring the Contractor's performance in meeting a specific performance standard/AQL.

Various methods exist to monitor performance. The COR will use the surveillance methods listed below in the administration of this QASP.

a. PERIODIC INSPECTION

- Scheduled quarterly inspection of audit logs or as required

b. VALIDATED USER/CUSTOMER COMPLAINTS

The Contractor is expected to establish and maintain professional communication between its employees and customers. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option of communicating complaints to the COR, as opposed to the Contractor.

Customer complaints, to be considered valid, must be set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR.

Customer feedback may also be obtained either from the results of customer satisfaction surveys or from random customer complaints.

- Review of identified deficiencies and or complaints made by users of the services
- Investigate and validate
- Review of notification of report discrepancies

c. 100% INSPECTION

- Review of LPR Data Service uptime
- Review of Scheduled Downtime
- Review Meantime Between Failure (MTBF)
- Review Overall Support Service Availability

d. Analysis of Contractor's progress report. The Contractor is required to provide a weekly progress report that will be used to communicate the Contractor's status in the Transition phase.

e. Performance reporting.

Surveillance results will be used as the basis for actions against the Contractor Past Performance Report. In such cases, the Inspection of Services clause in the Contract becomes the basis for the CO's actions.

5. DOCUMENTING PERFORMANCE

Documentation must be accurate and thorough. Completeness, currency, and accuracy support both satisfactory and unsatisfactory performance

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. All positive performance should be documented by an email to the COR describing the outstanding performance and why it is of value to the Government. This information shall become a part of the supporting documentation for the Contractor Performance Assessment Reporting System (CPARS) and the QASP

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contractor. This will be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the Contractor's representative. A CDR template is available upon request to the Contracting Officer.

The Contractor will acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs will become a part of the supporting documentation for Past Performance.

6. FREQUENCY OF MEASUREMENT

While the Contractor is fully expected to comply with all requirements in the PWS, the Government's assessment of Contractor performance will focus mainly on the objectives listed in the AQL column of the Performance Standards Summary Matrix. The COR will monitor the Contractor's performance to ensure it meets the standards of the contract. Unacceptable performance may result in the Contracting Officer taking any of the following actions: Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, reduce the contract price to reflect the reduced value of the services, issue a Contract Discrepancy Report, or require the Contractor to re-perform the service. In addition, the Contractor's performance will be recorded annually in the Contractor Performance Assessment Report (CPAR).

_____

Signature – Contracting Officer's Representative

_____

Signature – Contracting Officer

ATTACHMENT 3:
TERMS AND CONDITIONS

CUSTOM CO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision.

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means.

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in.

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

52.212-1INSTRUCTIONS TO OFFERORS. COMMERCIAL ITEMS (JAN 2017)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show.

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no

expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to.

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by.

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2EVALUATION. COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. Technical Approach
II. Past Performance
III. Price

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS. COMMERCIAL ITEMS (NOV 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except.

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations

do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology".

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern".

(1) Means a small business concern.

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications.Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that.

(i) It □ is,□ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It □ is, □ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that.

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American.Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American. Free Trade Agreements. Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American. Free Trade Agreements. Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country,"

"Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements–Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements.Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American. Free Trade Agreements. Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American. Free Trade Agreements. Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American.Free Trade Agreements.Israeli Trade Act": Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American.Free Trade Agreements.Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for

award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals.

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

□ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

□ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly.

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

□ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

□ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

□ TIN: _____.

□ TIN has been applied for.

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government;

□ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4;

□ Other _____.

(5) Common parent.

□ Offeror is not owned or controlled by a common parent;

□ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that.

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that.

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

(Do not use a "doing business as" name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

FAR 52.212-4CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)
This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMECIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☒ 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)

☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☒ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)

☐ [Reserved]

☒ 52.204-14 Service Contract Reporting Requirements (OCT 2016)

☐ 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016)

☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

☐ [Reserved]

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)

☐ Alternate I (JAN 2011)

☐ [Reserved]

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

☐ Alternate I (NOV 2011)

☐ Alternate II (NOV 2011)

☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)

☐ Alternate I (OCT 1995)

☐ Alternate II (MAR 2004)

☒ 52.219-8 Utilization of Small Business Concerns (NOV 2016)

☐ 52.219-9 Small Business Subcontracting Plan (JAN 2017)

☐ Alternate I (NOV 2016)

☐ Alternate II (NOV 2016)

☐ Alternate III (NOV 2016)

☐ Alternate IV (NOV 2016)

☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)

☒ 52.219-14 Limitations on Subcontracting (JAN 2017)

☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

☐ 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

☒ 52.219-28 Post Award Small Business Program Rerepresentation (JUL 2013)

☐ 52.219-29 Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☐ 52.219-30 Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015)

☒ 52.222-3 Convict Labor (JUN 2003)

☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (OCT 2016)

☒ 52.222-21 Prohibition of Segregated Facilities (APR 2015)

☒ 52.222-26 Equal Opportunity (SEPT 2016)

☒ 52.222-35 Equal Opportunity for Veterans (OCT 2015)

☒ 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

☒ 52.222-37 Employment Reports on Veterans (FEB 2016)

☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

☐ 52.222-50 Combating Trafficking in Persons (MAR 2015)

☐ Alternate I (MAR 2015)

☒ 52.222-54 Employment Eligibility Verification (OCT 2015)

☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

☐ Alternate I (MAY 2008)

☐ 52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)

☐ 52.223-12 Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)

☐ 52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment (JUNE 2014)

☐ Alternate I (OCT 2015)

☐ 52.223-14 Acquisition of EPEAT®-Registered Televisions (JUNE 2014)

☐ Alternate I (JUNE 2014)

☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

☐ 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015)

☐ Alternate I (JUNE 2014)

☒ 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ 52.223-20 Aerosols (JUN 2016)

☐ 52.223-21 Foams (JUN 2016)

☒ 52.224-3 Privacy Training (JAN 2017)

☐ Alternate 1 (JAN 2017)

☐ 52.225-1 Buy American – Supplies (MAY 2014)

☐ 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act (MAY 2014)

☐ Alternate I (MAY 2014)

☐ Alternate II (MAY 2014)

☐ Alternate III (MAY 2014)

☒ 52.225-5 Trade Agreements (OCT 2016)

☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

☐ 52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)

☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)

☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)

☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)

☐ 52.232-30 Installment Payments for Commercial Items (JAN 2017)

☒ 52.232-33 Payment by Electronic Funds Transfer—System for Award Management (JUL 2013)

☐ 52.232-34 Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013)

☐ 52.232-36 Payment by Third Party (MAY 2014)

☐ 52.239-1 Privacy or Security Safeguards (AUG 1996)

☐ 52.242-5 Payments to Small Business Subcontractors (JAN 2017)

☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ 52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

☐ 52.222-41 Service Contract Labor Standards (MAY 2014)

☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014)

☐ 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (MAY 2014)

☐ 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014)

☐ 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014)

☐ 52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015)

☒ 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)

☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014)

☐ 52.237-11 Accepting and Dispensing of $1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xii)

_X_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

__(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (JAN 2017) (5U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.217-8 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/FAR/.

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

This clause is incorporated by reference. The full text of the clause is available at:
https://www.acquisition.gov/FAR/.

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(a) Definitions. As used in this clause—

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

__ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

__ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of clause)

HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

_X_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

_X_3052.203-70 Instructions for Contractor Disclosure of Violations.

_X_ 3052.204-71 Contractor Employee Access.

____Alternate I

__X_ Alternate II

_X_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

_X_ 3052.219-70 Small Business Subcontracting Plan Reporting.

_X_ 3052.219-71 DHS Mentor Protégé Program.

I. HSAR Clause
3052.204-71 Contractor employee access (SEP 2012), and Alternate I
Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d)
Information Technology Security and Privacy Training (MAR 2015)

II. IGP Privacy and Records Provisions
PRIV 1.2: Reporting Suspected Loss of Sensitive PII
PRIV 1.3: Victim Remediation Provision

REC 1.2: Deliverables are the Property of the U.S. Government
REC 1.3: Contractor Shall Not Create or Maintain Unauthorized √Records
REC 1.4: Agency Owns Rights to Electronic Information
REC 1.5: Comply with All Records Management Policies√
REC 1.6: No Disposition of Documents without Prior Written Consent√
REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors

PRIV 1.2: Reporting Suspected Loss of Sensitive PII:
Contractors must report the suspected loss or compromise of Sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and sub-Contractors are trained to identify and report potential loss or compromise of Sensitive PII.

2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors. The report must contain the following information:

a. Narrative, detailed description of the events surrounding the suspected loss/compromise.
b. Date, time, and location of the incident.
c. Type of information lost or compromised.
d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
e. Names of person(s) involved, including victim, Contractor employee/sub-Contractor and any witnesses.
f. Cause of the incident and whether the company's security plan was followed or not, and which specific provisions were not followed.
g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor must cooperate with ICE or other government agency inquiries into the suspected loss or compromise of Sensitive PII.

5. At the government's discretion, Contractor employees or sub-Contractor employees may be identified as no longer eligible to access Sensitive PII or to work on that contract based on their actions related to the loss or compromise of Sensitive PII.

(End of clause)

PRIV 1.3: Victim Remediation Provision:
The Contractor is responsible for notification of victims in the event of a loss or compromise of Sensitive PII, ***if any,*** held by the Contractor, its agents, and Subcontractors, under this contract. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose Sensitive PII was lost or compromised.

(End of clause)

REC 1.2: Deliverables are the Property of the U.S. Government: The Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. The Agency owns the rights to all data/records produced as part of this contract.

(End of clause)

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The Contractor shall not create or maintain any records containing any Government Agency data that are not specifically tied to or authorized by the contract.

(End of clause)

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to the query data it inputs into the LEARN database (e.g. Audit Logs, Searches, Hotlist, etc.) Notwithstanding the above, no title to Vigilant's LEARN database or software will transfer to ICE in the performance of the contract.

(End of clause)

REC 1.5: Comply with All Records Management Policies: The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(End of clause)

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

(End of clause)

REC 1.7: Contractor Must Obtain Approval Prior to Engaging Subcontractors: The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of clause)

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors
The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees
Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. *Reserved – Deleted in accordance with clause prescription*

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) ***Reserved – Deleted in accordance with clause prescription***

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy

concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

Attachment 5: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018	1.4	*	(b)(4)	
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019	12	MO		
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020	12	MO		
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020	8	MO		
		Total		
Additional Pricing Explanation: *Contract start date will be 12/21/2017; however, West billing is systematically				

Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Technical Response – Revision 2

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

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Contents

INTRODUCTION 1

SECTION I – TECHNICAL APPROACH 2

C.4 RESPONSES TO PERFORMANCE REQUIREMENTS 2

Data Service Content/Scope 2

User Management and Support 5

Functional Requirements 7

Query Capabilities 7

Alert List Capabilities 10

Mobile Device Capabilities 12

Audit and Reporting Capabilities 13

C.5 IS NOT IDENTIFIED/INCLUDED IN THE STATEMENT OF WORK 16

C.6 PROMOTION OF THE CONTRACT 17

C.7 NEWS RELEASES 17

C.8 LICENSE TYPE 17

SECTION II – PAST PERFORMANCE 18

Introduction

Thomson Reuters has a long history of commitment to meeting the informational needs of the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), and we seek to maintain and expand that relationship in responding to the current Request for Quote for access to a License Plate Reader database.

Through the combination of comprehensive and reliable data, technology, and expertise in how public records and related information can benefit government objectives, Thomson Reuters, with our partner, Vigilant Solutions, is uniquely positioned to help ICE meet your agency's diverse challenges with our subscription services.

Based on conversations with ICE personnel about the specific investigative needs of ICE, Thomson Reuters can provide access to license plate reader data via a hyperlink to the LEARN platform through the CLEAR platform. Providing access to the data through CLEAR provides reassurance to ICE, by virtue of existing agreed-upon terms and auditing requirements, per agency mandate. This offer also provides access to LPR through Vigilant's LEARN platform, which is maintained and supported by Vigilant.

The Thomson Reuters CLEAR team has been successfully supporting DHS's investigative research needs and initiatives since the agency's inception. We are proud to support the DHS and look forward to continuing our long-standing partnership.

Section I – Technical Approach

C.4 Responses to Performance Requirements

In this section of our response, we respond directly to the Performance Requirements in the Statement of Work of the RFQ. The information presented here is considered proprietary and confidential.

DATA SERVICE CONTENT/SCOPE

We propose access to License Plate Reader (LPR) data via hyperlink from Thomson Reuters CLEAR to Vigilant Solutions' (Vigilant's) LEARN platform.

Requirement: The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.

Response: The offered LPR data is collected from various toll roads, parking lot/garages, repossession vehicles and law enforcement agencies nationwide.

Requirement: The LPR data service shall include substantial unique LPR detection records.

Response: Vigilant's database currently has hundreds of millions of unique detection records from commercial sources. Besides LPR records from commercial sources such as parking garages, tolls and asset recovery vehicles Vigilant also has a large network of local and state law enforcement agencies (LEAs) across the country. This network of LEAs has the ability to share their LPR records with ICE – regardless of their LPR hardware provider. All LEA detection records are the intellectual property of the LEA and all retention times and permissions on these records are set by those agencies. Vigilant only hosts and maintains those records.

Requirement: The LPR data service shall compile LPR records from at least 25 states and 24 of the top thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

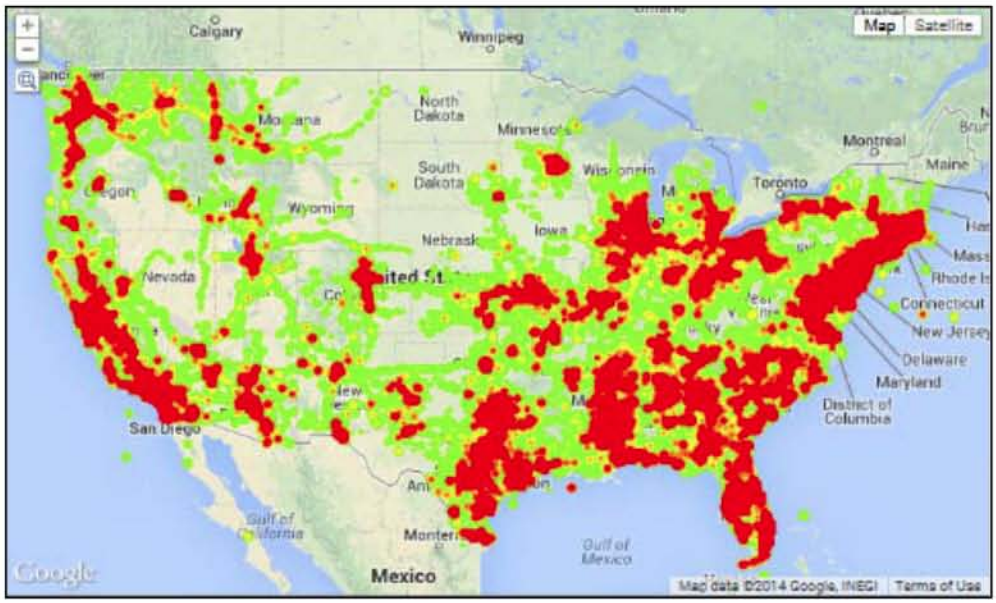
Response: Forty-seven (47) states, the District of Columbia, and Puerto Rico have commercial LPR scan records. (Hawaii, Maine, and Vermont do not.)

A list of the most populous 50 metropolitan areas in the US with commercial LPR data is provided below and exceeds the minimum requirement by DHS. Additional locations can be provided upon request.

Number	Metro Area
1	NewYork-NorthernNewJersey-LongIsland,NY-NJ-PA
2	LosAngeles-LongBeach-SantaAna,CA
3	Dallas-FortWorth-Arlington,TX
4	Chicago-Joliet-Naperville,IL-IN-WI
5	Houston-SugarLand-Baytown,TX
6	Washington-Arlington-Alexandria,DC-VA-MD-WV
7	Phoenix-Mesa-Glendale,AZ
8	Miami-FortLauderdale-PompanoBeach,FL
9	Riverside-SanBernardino-Ontario,CA
10	SanAntonio-NewBraunfels,TX
11	Baltimore-Towson,MD
12	SanDiego-Carlsbad-SanMarcos,CA
13	Atlanta-SandySprings-Marietta,GA
14	KansasCity,MO-KS
15	VirginiaBeach-Norfolk-NewportNews,VA-NC
16	SanFrancisco-Oakland-Fremont,CA
17	Austin-RoundRock-SanMarcos,TX
18	St.Louis,MO-IL
19	Cleveland-Elyria-Mentor,OH
20	Richmond,VA
21	Orlando-Kissimmee-Sanford,FL
22	LasVegas-Paradise,NV
23	Columbus,OH
24	Tampa-St.Petersburg-Clearwater,FL
25	Charlotte-Gastonia-RockHill,NC-SC
26	ElPaso,TX
27	Columbia,SC
28	Memphis,TN-MS-AR
29	Sacramento--Arden-Arcade--Roseville,CA
30	Seattle-Tacoma-Bellevue,WA
31	Cincinnati-Middletown,OH-KY-IN
32	McAllen-Edinburg-Mission,TX
33	Denver-Aurora-Broomfield,CO
34	Vallejo-Fairfield,CA
35	Philadelphia-Camden-Wilmington,PA-NJ-DE-MD
36	Charleston-NorthCharleston-Summerville,SC
37	Milwaukee-Waukesha-WestAllis,WI
38	Jackson,MS
39	SanJose-Sunnyvale-SantaClara,CA
40	Stockton,CA
41	Hartford-WestHartford-EastHartford,CT
42	Greenville-Mauldin-Easley,SC

43	Raleigh-Cary,NC
44	Bakersfield-Delano,CA
45	MyrtleBeach-NorthMyrtleBeach-Conway,SC
46	Minneapolis-St.Paul-Bloomington,MN-WI
47	Buffalo-NiagaraFalls,NY
48	NewHaven-Milford,CT
49	Bridgeport-Stamford-Norwalk,CT
50	Corpus Christi,TX

The map below shows the density and coverage of Vigilant's commercial LPR data. Red areas have higher concentrations followed by yellow and green.



Requirement: The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

Response: A summary of the number of unique records for each month over the last twelve (12) months is provided in the table below.

Month / Year	Unique Commercial Data Records
16-Dec	153,649,853
17-Jan	147,648,720
17-Feb	146,027,234
17-Mar	172,324,187
17-Apr	163,997,190
17-May	175,011,763
17-Jun	162,459,125
17-Jul	158,693,852

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



Requirement: The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

Response: All decisions regarding access to the system will be made at ICE in accordance with the CLEAR Administrator's Standard Operating Procedures Manual. LEARN access will require separate credentials and will be given to the users upon receipt of a user list from ICE. Authorized CLEAR users will have additional LEARN credentials generated. ICE may authorize only ICE users; ICE may not provide access to users from other agencies.

Requirement: Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

Response: ICE will assign their intended authorized users; no ORI will be needed.

Requirement: The ability to add new users or delete existing users within 24 business hours of ICE's request.

Response: To maintain consistency with the CLEAR contract, addition of new users or deletion of existing users will occur as soon as possible, but at no point longer than 24 business hours. Thomson Reuters will work with ICE regarding management of user population.

Requirement: Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

Response: The Thomson Reuters CLEAR contract includes a full-time Client Relationship Manager. Thomson Reuters will provide annual Agency Manager and System User training onsite at ICE facilities. User manuals will be provided as well as links to short videos uploaded to YouTube that demonstrate how to utilize some of the LEARN features. For CLEAR access, Thomson Reuters will also provide "Help Desk" support 24/7/365 via phone (877-242-1229), or support via email (clear@thomsonreuters.com).

Requirement: System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

Response:A "Forgot My Password" link will be included for users to reset any forgotten passwords upon any attempt to sign in. Customer support, including escalation, when appropriate regarding impact, will be available for other issues.

Requirement: Unlimited technical support to each user.

Response: Thomson Reuters will provide unlimited technical support 24/7 for each user of CLEAR. Vigilant will provide unlimited technical support 24/7 for each user of the LEARN platform.

Requirement: Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Response: CLEAR undergoes periodic updates for enhancements and updates. Thomson Reuters is certified to international standards, 27001 and 9001, assuring appropriate controls and processes to protect data and system integrity.

Vigilant will periodically update the user interface and mobile application. Besides regular updates to the software interfaces and mobile applications, Vigilant is committed to providing a top-tier hosting facility with Verio, a Microsoft Gold Certified Partner. This helps provide a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

FUNCTIONAL REQUIREMENTS

QUERY CAPABILITIES

Requirements: Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.

- The splash screen will appear at each logon event.
- The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
- The agency will provide the language for the splash screen content.

Response: Upon login to CLEAR, users must select from available options the applicable permissible use/purpose for the various regulations (e.g., DPPA). Included with direct access to the LEARN platform, Vigilant will provide a splash screen upon logging into the system that will describe the agency's permissible uses of the data and will require the user to affirmatively consent to these rules before proceeding. The ICE provided message will also be available via hyperlink.

Requirement: All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

Response: Included with direct access to the LEARN platform, we understand that all queries of the LPR data shall be based on a license plate number entered by the user. The data returned in response will be limited to the matches of that license plate number only within the specified period of time.

Requirement: The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

Response: The Vigilant user interface will allow a user to search only if a license plate is entered. (Specific functionality, e.g., Stakeout/Make-Model functionality, would need to be turned off in order to limit searching by license plate number only and to prevent searches by other methods.)

Requirement: The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

Response: Vigilant has a mandatory reason code field, and an optional free-text field of up to 255 characters. If awarded, Vigilant will make this a mandatory audit screen that the user must populate prior to any query. The audit screen includes the name of the requestor, case number, reason code, and the free-text field.

Requirement: The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

Response: Vigilant will require a user to indicate who is requesting the query. All information will be stored in audit logs.

Requirement: The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

Response: Vigilant will provide a free-text field of up to 255 characters for user to enter notes. This feature can be made mandatory for all queries or reports.

Requirement: The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).

- The query interface will have a field for the user to select or input the appropriate timeframe for the query.
- The system will display results only for LPR detection records within that timeframe

(e.g., only for the last 5 years).

- The system shall not run a query that lacks a time frame entered by the user.

Response: The LPR query will be limited to a time frame consistent with agency policy, e.g., five (5) years. The system also will block any queries that lack a time frame.

Requirement: The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

Response: The LEARN platform solution will provide direct query index look-ups. For example, plate ABC123 will always return records tagged as plate ABC123. We are 100% correct due to data being statically indexed by exact plate numbers. Note: While indexes are statically created, the image analysis to create the static index is still subject to an accuracy of less than 98% due to a number of items such as angle of LPR cameras, impacted snow on the plate, bent/damaged plate, partially obstructed view of plates, heavy snow or rain, etc.

Requirement: To ensure accuracy of information, the response to a query must include at least two photos on all hits.

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

- Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and sources of the record.

Response: In the LEARN platform, LPR cameras do not use visible light, such as a flashlight. The vehicles make, model, or color at night can be hard to identify. This is true for all LPR records in low ambient light conditions, which we cannot control. To help identify vehicles at night, Vigilant has developed a way to populate a daytime image within a nighttime image of a vehicle if the vehicle has been scanned during the day, so the user can quickly identify and confirm vehicle make, model, and color. In most states we can also identify vehicle make and model, by using additional information gathered from CarFax that is seamlessly integrated into the software. Although we can help identify a large number of nighttime records, we cannot do so for 100% of the records due to these circumstances, although a very high percentage can be identified with even nighttime images.

All LPR records will include two (2) images (one of the vehicle and one of the license plate). Printable reports will include images, Google map, Google satellite image, nearest address, nearest intersection, GPS coordinates and source of the record.

Requirement: The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

Response: Vigilant will insert a "misread" button on the detection view, which will generate a notification to Vigilant personnel. Vigilant will not modify data owned by third parties (e.g., plate images, third-party queries), because that data is the property of the collecting agency.

Requirement: The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

Response: Thomson Reuters and Vigilant value the trust placed in us by ICE and will not use or disclose any DHS information to other customers, business partners, or other individuals or entities. DHS will have the ability to accept additional LPR data that is collected by local and state law enforcement agencies across the country who are already Vigilant customers and reside on the LEARN hosted server. This could provide hundreds of millions more LPR scans available for ICE to search. Currently there are almost 500 million detection records that are collected by local and state LEAs. All shared LEA records are the intellectual property of the respective LEAs. Vigilant cannot edit or modify these records should there be a misread. If ICE accepts the LPR records from the LEAs, ICE does not have to share anything in return. All sharing controls are set, monitored, and maintained by ICE Agency Managers.

Requirement: The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Response: ICE's query data will not be used for commercial purpose by Thomson Reuters or Vigilant. Queries submitted by ICE will be stored only to maintain an audit log for the applicable platform.

ALERT LIST CAPABILITIES

Requirement: The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

Response: Included with direct access to the LEARN platform, Vigilant will provide an "Alert List" feature called "Hot-Plate". The hot-plate will be saved within the LEARN system and be compared to new records as they are loaded into the system's database. Any matches will generate a near real-time alert notification to the users with permissions to the hot-plate record.

Requirement: The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to share Alert Lists notifications between ICE users.

Requirement: The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or - entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in

the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to automatically match new detections against a user uploaded alert list. The notification will provide maps, images, GPS, date, time, and nearest address and cross street. The notification can be sent to multiple ICE users that are sharing the alert list for the specific investigations. DPPA applies only to the release of personal information from a state's department of motor vehicle (DMV) records. Vigilant's system does not interfere with DMV records. ICE may insert any information in the alert list. Subsequently, the data fields that may contain PII information are encrypted with AES256 encryption at rest, and only the owner of those records may see the values entered.

Requirement: The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose/investigation/operation for which the query was performed.

Response: Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make , model, color, and a reason code as a custom field and a comments section of up to 255 characters or less. Per ICE requirement, the mandatory fields for a single query (i.e., plate number, state, reason code, and free-text field) also will be mandatory for the alert list. The allowable number of alert list records per the system significantly exceeds the requirements of DHS, but ICE may dictate the maximum number of records allowable by their users.

Requirement: The Alert List function will include an automated capability that flags license plates for deconfliction.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to establish Alert List submissions, perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate. When a Hot-Plate is uploaded and it matches a record containing the same License Plate Number, State ID, Alert Type, Hot-List Source, and Agency Name, the user will be notified via a pop-up notice to contact the initial user who entered the identical record. The user will have the option to override the record or to cancel the upload. If warded, Vigilant will add an option for other agencies to allow their uploaded hot-plates to be used for deconfliction purposes by ICE, based solely on License Plate and State ID. Conversely, state and local LEAs will not know that ICE has a plate on an alert list.

Requirement: License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a

normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

Response: Included with access on the LEARN platform, any LPR detection matching an ICE Alert List will return to the iOS application, alerting authorized users of a positive match. All detections will be uploaded into LEARN for future reference or investigation by ICE. Vigilant will preserve commercial records indefinitely. Note that commercial data does not include query audit information, which is property of the government.

Requirement: Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will provide an ability to load an alert list with a one (1) year expiration time frame. Vigilant can implement an automatic one-year expiration for all alert records entered into the ICE account.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Included with access to the LEARN platform, all alert list activity will be captured for auditing reports and will include user name, date, time, reason code, notes, license plate number entry, deletion, renewal, and expiration from alert list.

Requirement: The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List, whichever happens first.

Response: Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list. Audit records are not altered when an alert plate expires.

MOBILE DEVICE CAPABILITIES

Requirement: The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

- Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.

- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant Mobile Companion software for iOS devices will allow a user to query the LPR database and return alerts for positive matches to a user-loaded alert list. The application will delete any saved data on the device after 60 days.

Requirement: The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Response: Thomson Reuters will coordinate with Vigilant and ICE regarding compliance of Vigilant's mobile application with any applicable privacy assessment prior to use.

AUDIT AND REPORTING CAPABILITIES

Requirement: The vendor shall generate an immutable audit log in electronic form that chronicles the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
- Date and time of query; and
- Results of the query.

Response: Available with access to the LEARN platform, any action on Vigilant's LEARN web interface or mobile application shall be fully auditable and shall not be disabled by the user. Vigilant maintains a complete audit record of every transaction, including date, time, user, IP address, and query parameters sufficient to reproduce the exact query. Audit records are property of ICE. The audit record contains information sufficient to reproduce the query, but the data returned by the query at a later time may produce different results due to LEA retention policies. LPR detection data belonging to Vigilant is held indefinitely and will always be returned by the query.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Batch query for alert lists requires the user to enter License Plate, State of Registration, Alert Type, and Upload Reason Code on Audit. ICE would have the ability to add requirements if they choose. Available with access to the LEARN platform, all Alert List activity shall be audited to capture user name, date and time, reason code, and user notes associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Requirement: The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon

request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

Response: Thomson Reuters will coordinate with Vigilant to provide requested audit reports. All reports can be exported in PDF format. Exact technical requirements and format for the audit report will be negotiated after contract award.

Requirement: The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

Response: Upon request, Vigilant shall retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to a user activity on the system for internal investigations and oversight.

Requirement: The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

Response: Neither Thomson Reuters nor Vigilant will use any audit trail data for any purpose other than those specified and authorized in the contract.

Requirement: The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

Response: With access to the LEARN platform, Vigilant can provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any time frame.

Requirement: The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

Response: With access to the LEARN platform, Vigilant will maintain audit logs for seven (7) years. Vigilant considers audit records as the property of the applicable law enforcement agency, in this instance, ICE. Vigilant does not access these records except under direction by the customer for purposes of customer support and does not share audit logs with any outside entities including law enforcement. If the contract is terminated, Vigilant will export/transfer any alert list data in machine-readable format to any storage medium or location specified by ICE. This transfer will occur within thirty (30) days of contract end.

Requirement: The vendor shall meet the following Key Performance Parameters (KPPs)/QCP

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**
	Mean time between failure	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR	Results of a single LPR query	</= 5 seconds after

Response: Vigilant Solutions, Inc. has created a service that allows Law Enforcement Agencies the ability to utilize online License Plate Recognition (LPR) services and Data analytics for the purposes of research and investigations. This service requires strict up-time requirements, and this Quality Control Plan is intended to define how they will be calculated. Vigilant Solutions has a reliable track record of uptime; however, we cannot guarantee > 99% uptime. With the exception of scheduled outages, LEARN Hosted LPR Services will be accessible 24/7/365. We agree that downtime shall not eclipse (4) hours in any given month, with the exception of major upgrades or system migrations. We agree that the mean time between failures (MTBF) will not exceed a mean of 4,000 hours between failures. Vigilant's average LPR Query Response Time for a Single exact Plate is reliably fast; however, we cannot guarantee </= 5 seconds for each single search. For instance, quick response times for queries are contingent upon satisfactory internet connectivity, for which Vigilant does not have control in the ICE environment.

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- Certified Information System Security Professional (CISSP)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Internetwork Expert (CCIE)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Associate (CCDA)
- CompTIA A+, CompTIA i-Net+, CompTIA Security+
- Sun Certified System Administrator (SCSA)
- Microsoft Certified Systems Administrator (MCSA)
- Alteon Certified Administrator
- Solaris 8 System Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Red Hat Certified Engineer (RHCE)
- Microsoft Certified Professional (MCP)

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant's commitment to providing a top-tier hosting facility providing quality control. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality

Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

Uptime for LEARN Services:

In order to validate and track the uptime for LEARN Services, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the LEARN Average Uptime each month and after any outage (percentage). The calculation and recording of data will be defined on a revolving (12) month cycle. The data will be stored on an internal online document and made available upon request.

LEARN scheduled downtime:

In order to validate and track the LEARN scheduled downtime, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the total LEARN scheduled downtime each month (hours). The calculation and recording of data will be defined on a revolving month cycle. The data will be stored on an internal online document and made available upon request.

Mean time between failure (MTBF):

In order to validate and track the Mean time between failure (MTBF), Vigilant will record and calculate the Date-Time since last failure of LEARN services. The calculation will be based on operation time (hours) between when services became in a non-failed state to when services became in a subsequent failed state or current Date-Time. Vigilant will then calculate the mean time (hours) and base it on a revolving 12-month cycle. The data will be stored on an internal online document and made available upon request.

LPR Query Response Time (Single Plate):

In order to validate and track the LPR Query Response Time (Single Plate), Vigilant will record and calculate the 'Response Time' for each single plate query using our Plate-Search logging utility. The calculation will be based on when the LEARN Web Server(s) receives the plate request and delta in (seconds) between when LEARN Web Server begins to post LPR data. We must calculate the average time (seconds) on a revolving 12-month cycle with a calculation generated daily. The calculation will be based upon the entire LEARN spectrum for 'Plate-Search' functionality only and not user-specific queries. The data will be stored on an internal online document and made available upon request.

Thomson Reuters CLEAR:

While CLEAR's performance and reliability are typically consistent with the Key Performance Measures, West does not guarantee service levels.

Penalty/Withholding

Neither Thomson Reuters nor Vigilant agree to penalty or withholding of payment regarding performance measures.

C.5 is not identified/included in the Statement of Work

C.5 is not an identified/included item in the Statement of Work.

C.6 Promotion of the Contract

Requirement: The vendor may promote this contract to current ICE employees during the life of the contract. The offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

Any promotion of the contract to ICE employees or discussion about its capabilities will be within the parameters described in the RFQ and conducted within the normal course of business for Thomson Reuters.

C.7 News Releases

Requirement: News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

Thomson Reuters does not anticipate news releases, but would comply with the requirements for ICE approval.

C.8 License Type

Requirement: The vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The vendor shall not provide a named user license.

The CLEAR license granted for access to LPR is valid for up to the authorized number of ICE users. ICE may add or remove users within the applicable user limit for the offer. See the Additional Users provision in the terms below for information about adding users beyond the applicable offer limit.

Section II – Past Performance

Thomson Reuters considers our customer contracts proprietary, but we offer details of the current contract with DHS ICE as evidence of our past performance:

Reference	Required Information
Agency Name	Department of Homeland Security – Immigration & Customs Enforcement – Enforcement & Removal Operations and Homeland Security Investigations
Name/title of contact person	Contracting Officer: (b)(6);(b)(7)(C) Management/Program Analyst: (b)(6);(b)(7)((b)(6);(b)(7)(C)
Customer Contact Phone	(202) 732(b)(6);(b)(7)(C)
Customer Contact Email Address	(b)(6);(b)(7)(C)
Contract Number	HSCEMD-16-F-00003/ HSCEMD-17-F-0008
Contract Start Date	10/1/2015
Contract End Date	9/30/2020
Total Contract Value (including all options)	(b)(4)
Brief Description of Contract Requirements	CLEAR with Web Analytics, with person and phone batch searching capabilities, Real Time Incarceration and Arrest Records, and World-Check (HSI only)
Client Manager (or person reaching out to customer)	(b)(6);(b)(7)(C) 443-622-(b)(6); (b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: 20 Sep 2017 19:35:38 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: TRSS/LPR feedback
Attachments: TRSS Response Comment Matrix for OAQ (IGP JAH 09 20 2017).docx

Hi (b)(6);(b)
FYI, There is a meeting between OAQ, Privacy and TRSS tomorrow to discuss the comments to the TRSS SOW (attached). Privacy may be reaching out about some of the comments. We hope that this means we are making progress.

Please let us know if you need anything.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Section Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-(b)(6) Mobile: 202-345-(b)(6);(
Email: (b)(6);(b)(7)(C)

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TRSS Response Comment Matrix for OAQ

Page(s)	Reference	Follow-up Action
19, 24, 26	There are multiple references on this page indicating that ICE will have access to both the CLEAR LPR database and Vigilant's LEARN database.	Amend the SOW to explicitly state that there will be no CLEAR LPR access. ICE can only access the LEARN database via hyperlink. The finalized contract must be clear that ICE cannot and will not access CLEAR for LPR purposes.
19-20	It's unclear how many states and metropolitan areas are covered in Vigilant's LEARN database. The requirement says 25 states and 24 of the top 30 metro areas, whereas the chart on Page 20 lists the top 50 metro areas.	Work with HSI/ERO to determine the operational need for LPR data.
21	Middle of the page says "The list of states exceed exceeds the minimum."	Strike the word "exceed." Grammatical edit only.
23	Requirement in the middle of the page for the number of unique LPR records per month.	Confirm with HSI/ERO to clarify the number of records that need to be made available.
24	Requirement that the vendor can add new users or delete existing users within 24 hours of ICE's request. TRSS response says this will occur ASAP, but no longer than 72 hours.	This is a privacy issue that needs to be discussed with TRSS. Deleting users/removing access must take place within 24 hours. If someone's access needs to be revoked (especially due to unauthorized use), we cannot go beyond the 24-hour limit. Amend the SOW to indicate that adding/deleting users will occur within 24 hours.
25	Splash screen on log-in page under "Query Capabilities."	Privacy will work with the program offices to draft appropriate splash screen language to incorporate into the finalized contract.
26	The TRSS Response says that ICE can search either by specific license plate number or by map location.	Amend the SOW to say that a search can ONLY be conducted by license plate number. The map location feature must be disabled.
26	Bottom requirement says that included with access to LEARN,	Amend the SOW to make this mandatory.

	Vigilant will provide a free-text field of at least 255 characters.	
28	TRSS Response at the top of this page says that the vendor cannot identify 100% of nighttime records.	Need to discuss with TRSS what happens in a situation when ICE cannot confirm the make/model of the vehicle due to darkness or poor image quality.
28	TRSS Response says that included with direct access to the LEARN platform, Vigilant will provide a notification button that will allow a user to alert Vigilant of any misreads.	Discuss with TRSS how Vigilant will address erroneous data. Will they notify ICE when corrections have been made for verification? This should be in the contract if feasible. Can we connect this functionality to the Alert List?
29	TRSS Response says that any matches to the Alert List will generate a near real-time notification to authorized users.	Find out from TRSS how these notifications will occur. Are ICE users also notified of any corrections to erroneous data for the Alert List?
29	The bottom requirement says that the LPR data service will allow users to upload a maximum of 2,500 license plate records into the Alert List. However, the TRSS Response says that Vigilant will allow an Alert List of up to 50 million plates.	Amend the SOW to cap the new Alert List records at 2,500. While we understand Vigilant can exceed this number, we need to make sure that ICE only puts records on the Alert List that truly need to be there.
31	On the mobile device section, the TRSS Response does not mention anything about the mobile application conforming to the other requirements of the SOW.	This is a privacy issue. Amend the SOW to ensure that the mobile application used by ICE conforms to the same privacy and functional requirements as the web interface.
31	Nothing in TRSS Response about sharing Alert List notifications between ICE users in the mobile environment.	Amend the SOW to include this capability, so that ICE users can use the mobile application to share Alert List notifications.

From: (b)(6);(b)(7)(C)
Sent: 9 Nov 2017 13:23:32 -0500
To: (b)(6);(b)(7)(C)
Subject: TRSS/LPR

(b)(6);
(b)(7)(

For TRSS/LPR, here is where I am with Acquisition Planning:

1. **Market Research Report** – Have a sample with just a little information in there. Still need to answer the "How did we get to TRSS?" question. A lot will answer it after that. *::Will need help::*
2. **APFS** – Done. NOT POSTED.
3. **IGCE** – Done.
4. **Skull Session** – Not required.
5. **SOW** – Done.
6. **J&A** – Working on. Will have Monday. Need operational language from Frank. I honestly love what you have put so far. I might add that in there and send to Doug while we're waiting on language from PO. Thoughts?
7. **BWS** – Already spoke to them. Exempt. Will get paperwork once have Req.
8. **Requisition** – Frank is inputting. Are we good on funding??
9. **CISO Review** – Have been trying to find out what this is.
10. **Small Business Form** – Completed. Will need you to look over it. Can't complete until I have the MR and AP.
11. **D&F** – Done.
12. **Tech Eval** – Do I need this?
13. **Streamlined AP** – Working on.
14. **ITSR/ITAR** – These are turned in through the ICE Service Help Desk. Question – I think this is a lot for Mobile. Do ICE Agents already have access to CLEAR through Mobile? We know they will have it with Vigilant's (another sole source justification?)
15. **Investment Review Process** – We need to go through this I think. It's for IT investments department-wide. Still finding out more info on it – Do you think we can piggy-back on CLEAR's?
16. Have the **solicitation** started. Should be able to finish it next week.

Thank you,

(b)(6);(b)(7)(C)
Detention, Compliance & Removals (DCR) |Contracting Officer
DHS | ICE |Office of Acquisition Management (OAQ)
Office: (202) 732-(b)(6);(
Mobile: (202) 878 b)(7)(C)
(b)(6);(b)(7)(C)

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From: (b)(6);(b)(7)(C)
Sent: Mon, 27 Nov 2017 18:58:40 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: TRSS LPR pricing post December 8, 2017
Attachments: TRSS LPR post 12082017 award pricing.pdf, smime.p7s

(b)(6);(b)(7)(C)

Per our conversation, please find the pricing for LPR content if an award is made after December 8, 2017. Please note this pricing is only if an award cannot be made before December 8, 2017. If an award is made before that date, please refer to the previously provided pricing.

TRSS appreciates our relationship with ICE and looks forward to continuing to work together. I'll let you review and will phone shortly to see if there are any questions.

Kind regards,
(b)(6);(b)(7)(C)

THOMSON REUTERS | Special Services, LLC

(b)(6);(b)(7)(C)
Department of Homeland Security OAQ
500 12th Street, SW
Washington, DC

November 27, 2017

Via email to (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)

Per our previous discussions with ICE, Thomson Reuters Special Services provides the following pricing for Immigration and Customs Enforcement (ICE)'s planning of the acquisition of License Plate Reader capabilities. This pricing listed below will be in effect in the event ICE cannot make an award to Thomson Reuters Special Services by 12 noon, Friday, December 8, 2017. The pricing listed below is valid through January 31, 2018.

Period of Performance	Monthly Rate	Total Rate
01/01/2017 – 01/31/2019 (13 month period of performance)	(b)(4)	
02/01/2019 – 01/31/2020 (12 month period of performance)		
02/01/2020 – 09/30/2020 (9 month period of performance)		

Pricing covers all ICE users and departments, including but not limited to, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI). Access to LPR data is available as an open market item. LEARN/LPR data access is dependent upon the maintenance of the CLEAR subscription (contract ends September 30, 2020.)

TRSS values ICE's business and appreciates the strong collaborative relationship that has been built over the years.

Please let me know if you have any questions.

Kind regards,
(b)(6);(b)(7)(C

(b)(6);(b)(7)(C)

M 443-622-(b)(6);(

From: (b)(6);(b)(7)(C)
Sent: 20 Dec 2017 20:01:42 +0000
To: (b)(6);(b)(7)(C)
Cc:
Subject: Thomson Reuters Revised Response Docs re Clarification Request
Attachments: Thomson Reuters Price Quote for ICE RFQ 70CDCR18Q000000005 - rev 12-20-17.pdf, Thomson Reuters Technical Response for ICE RFQ 70CDCR18Q00000005 - rev 12-20-17.pdf
Importance: High

Hi, (b)(6);(b)(7)(

Following up on our discussion by phone today, I am providing revised response documents that address the clarification items in the Technical and Price responses.

In the technical response, highlighted language in the requirements represents language that was inadvertently omitted in our initial response, to reconcile it with the final SOW. Response language in blue text represents additional or revised language to answer the clarification item. Some language from the initial response has been deleted in response to clarification items.

If you have further questions as you review this revised response, please let us know.

Meanwhile, we look forward to further discussion with ICE's privacy team regarding related exceptions. Thanks for coordinating the calls to discuss.

Regards,
(b)(6);

(b)(6);(b)(7)(C) **CF APMP**
Senior Proposal and Compliance Coordinator
Office of General Counsel

Thomson Reuters
the answer company

Phone: +1(703) 219-(b)(6)
Mobile: +1(703) 909-(b)(7

(b)(6);(b)(7)(C)

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Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Price Quote - Revised

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

(b)(6);(b)(7)(C)

DUE DATE:
December 20, 2017, by 3 pm ET

SUBMITTED BY

Thomson Reuters

(West Publishing Corporation)

(b)(6);(b)(7)(C) CF APMP
Senior Proposal Coordinator

Phone: 703-909-(b)(6);(
E-mail: (b)(6);(b)(7)(C)

(b)(6);(b)(7)(C)
Client Relationship Manager

Phone: 443-622-(b)(6);(b
E-mail: (b)(6);(b)(7)(C)

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This document includes proprietary information that shall not be duplicated, used, or disclosed outside of DHS ICE—in whole or in part—for any purpose other than evaluating this proposal. This information is deemed proprietary because it contains pricing and confidential corporate information that is of critical value to Thomson Reuters and our partners in a highly competitive market.

Contents

SECTION III - PRICE 1
VENDOR TERMS 2
ASSUMPTIONS, CONDITIONS, EXCEPTIONS 4
ATTACHMENT TO PRICE QUOTE 8

Section III - Price

We have reproduced the Excel file provided as Attachment with the RFQ and have presented it here.

Attachment: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018	1.4	1.4 MO	(b)(4)	
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019	12	MO		
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020	12	MO		
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020	8	MO		
			Tot	

Additional Pricing Explanation: Consistent with our standard pricing models and with ICE's current CLEAR contract, the monthly rate for the access license (in this case, to LPR data, via link from Thomson Reuters CLEAR to Vigilant's LEARN) increases 5% year-over-year in the last two periods of the option years. The modest escalation ensures that we are able to bring the most current product functionality to our customers while maintaining agreed-upon pricing during the estimated contract duration. We do not charge additionally for training or support of our online products.

Vendor Terms

West Publishing Corporation (West, a Thomson Reuters business, hereinafter "West") proposes to provide access to License Plate Reader data to the **U.S. Department of Homeland Security, Immigration and Customers Enforcement, Enforcement and Removal Operations and Homeland Security Investigations** (hereinafter 'agency'), via open market purchase of access rights through Thomson Reuters CLEAR to Vigilant's LEARN platform.

The following terms and conditions apply to any contract resulting from this proposal (hereinafter "contract").

- **Contract Term**—The Base Period will be 12/21/2017 to 1/31/2018, with billable access to the contracted data upon completion of the Privacy Impact Assessment.
- **Renewal Options**—Any contract resulting from this proposal may be renewed for two (2) additional one-year periods and one subsequent 8-month period (Option Periods 1-3), subject to available funding.
- **Invoicing**—West billing is systematically generated for whole calendar months. Therefore, the first invoice will display a start date of 1/1/2018. Billing will be monthly in arrears through the contract duration, anticipated through 9/30/2020.
- **Authorized Users**—Only users authorized to use CLEAR by the agency may access and use CLEAR under the terms of the fixed-rate agreement, and such use must be solely for purposes directly related to the agency's research and work. ICE may authorize only ICE users; ICE may not provide access to other agency personnel.
- **Passwords**—Each CLEAR user must be assigned a separate CLEAR password. CLEAR passwords may only be used by the person to whom the password is issued. Sharing of CLEAR passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the agency if West learns that CLEAR has been used by a person other than the person to whom the password has been issued.
- **Additional Users**—West's offer provides LEARN access to all authorized agency users, based on ICE's current organizational structure. For any contract awarded to West pursuant to this proposal, the agency can add additional agency users beyond the user limit. Any additional passwords issued beyond the user limit, will be billed to the agency at a mutually agreed upon monthly rate (in addition to the fixed monthly charge).
- **Ordering Documents**—All access to and usage of CLEAR is governed by the then-current General Terms and Conditions—Thomson Reuters Legal Products and Services document. This document (included with this proposal) will be incorporated by reference into and made part of any contract awarded to West pursuant to this proposal.
- **Credentialing Documents**—Access to and usage of CLEAR requires periodic completion of the then-current Account Validation and Certification (AVC) Form. As a current CLEAR customer, we do not anticipate needing an AVC form at this time.
- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As	West, a Thomson Reuters business

(DBA):	
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101

- **Order Processing**—CLEAR service will begin the first day of the first month following receipt of the fully executed contract (or delivery order), provided adequate time is available for implementing the contract. In general, to implement a contract West must receive the fully executed contract no later than five business days prior to the end of the month preceding the start of CLEAR service.
- **Offer Acceptance Period**—The terms of this price proposal are valid for 60 days from the submittal date of this proposal.

Assumptions, Conditions, Exceptions

West submits the following assumptions, conditions, and exceptions to the Terms and Conditions in the RFQ dated December 15, 2017, and the related Attachments. These are pending further negotiation with ICE.

Assumptions - General

West is offering a commercially available off-the-shelf item that is accessed via the internet. In such circumstances, the FAR envisions using the standard license agreements that are typically available to the commercial public for the offered product. Thus, West incorporates its General Terms and Conditions for Federal Subscribers (West's standard terms modified to incorporate Federal law) and standard license terms into all of its agreements, which sets forth the commercial terms that govern the arrangement. As such, West conditions its offer upon the acceptance of its General Terms and Conditions for Federal Subscribers and standard license terms, along with the exceptions to the solicitation outlined below. West is willing to leverage the terms and conditions previously agreed to by ICE in its contract for CLEAR services – Contract No. HSCEMD-16-F-00003.

"West's data" includes proprietary data and data properly licensed to West for access through our products.

The compliance of LPR access via CLEAR and/or LEARN with the requirements in the RFQ's Statement of Work is detailed in our Technical Response to the RFQ. Any variances from the SOW are noted in the technical responses to each of the requirements.

Assumptions/Exceptions - Attachment 2, Quality Assurance Surveillance Plan

Overall Support Service: Thomson Reuters provides support and training for their CLEAR product and for integrated access to the LEARN platform via CLEAR. Vigilant provides all support for their LEARN platform.

Results of a single LPR query: We define response time as response from the Vigilant database, which will be within 5 seconds.

Withholding Criteria: We do not agree to penalties or payment withholding regarding performance standards. We accept ICE's proposed approach of CPARS reporting to address any QASP issues.

Exceptions to Attachment 3, Terms and Conditions

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEM (JUN 2016): West respectfully requests removal of this provision in its entirety, as it is inapplicable. West is providing access to a commercial off-the-shelf product accessed via the internet. West is not offering a "covered contractor information system" nor is West receiving "Federal contract information." The flow of information is from West to the end-user (Government) and access is available via the internet using the agency's existing information technology equipment, so none of the requirements of 52.204-7021 apply. Thus, this provision is not applicable to the product offered under this solicitation. West does offer protection to all of our customers via our standard license agreements,

and applicable privacy policies, which are incorporated into this proposal. As a result, and to avoid confusion between the rights and responsibilities of the parties, West respectfully requests the deletion of this clause.

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015): West respectfully notes that Subsection (c) does not apply to this solicitation as West is offering a commercial item as defined by FAR 2.101. The obligations covered in this Subsection (c) shall not apply to West.

52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010): West respectfully requests removal of this provision in its entirety, as it is inapplicable. This only applies to ARRA-funded contracts which West does not accept.

52.204-14 Service Contract Reporting Requirements (OCT 2016): West respectfully requests removal of this provision in its entirety, as it is inapplicable to the commercial off-the-shelf product offered under this solicitation. West's product is a license to access West's platform via the internet, a commercial off-the-shelf item. As a result, the Service Contract Act does not apply because the primary purpose of the contract is not to deliver services via service employees. *Cf.* 29 C.F.R. § 4.110. Any service-type actions are incidental to the main purpose of the contract. Further, contract support by West employees (such as billing or technical support) is performed, when requested, by administrative or professional employees. *See* 29 C.F.R. § 4.113 (SCA does not apply to executive, administrative or professional employees). Further, even if the products offered by West could be construed as services within the SCA, the statutes and regulations specifically exclude services performed via communication systems such as radio, television and the internet. 29 C.F.R. § 4.115(b)(4).

52.219-9 Small Business Subcontracting Plan (JAN 2017) – Alternative III (NOV 2016), 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999): West respectfully requests removal of these provisions in their entirety. West's commercial subcontracting plan is managed by GSA, and West will not use any subcontractors during the performance of this contract.

52.224-3 Privacy Training (JAN 2017) Alternate 1 (JAN 2017): West respectfully requests the removal of FAR 52.224-3, which pertains to the Privacy Act of 1974. This Act does not apply to this contract because West is not developing or operating a system of records on individuals for ICE. West is providing a commercial item; specifically, a license to access data sourced by, and under the control of, West. Access to West's data is subject to the terms of West's General Terms and Conditions for Federal Subscribers.

52.239-1 Privacy or Security Safeguards (AUG 1996): West respectfully requests removal of this section in its entirety. This clause applies to information technology acquisitions and those for the operation of a system of records as defined by federal regulations. (FAR 39.106). West is offering neither information technology nor a system of records. West is offering a commercial off-the-shelf service that provides users access to a license recognition product via the internet and through the user's own equipment.

West is not offering any information technology products, because West is not offering any equipment (See Far 2.101 for definition of "Information Technology"). Further, West is providing users with access to West's own data, and not a "system of records on individuals" that is under government control (See FAR 24.101 for definition of "system of records on individuals"). As a result, and to

avoid confusion between the rights and responsibilities of the parties, West respectfully requests the deletion of this clause.

52.222-41 Service Contract Labor Standards (MAY 2014): West respectfully requests removal of this provision in its entirety, as it is not applicable to the product offered under this solicitation. West is providing access to a commercial off-the-shelf item. This contract is not subject to area prevailing wage determinations or incumbent contractor's collective bargaining agreement.

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 2014): West respectfully requests removal of this provision in its entirety, as it is not applicable to the product offered under this solicitation. West is providing access to a commercial off-the-shelf item. This contract is not subject to area prevailing wage determinations or incumbent contractor's collective bargaining agreement.

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014): West respectfully requests removal of this provision in its entirety, as it is not applicable to the product offered under this solicitation. West is providing access to a commercial off-the-shelf item. This contract is not subject to area prevailing wage determinations or incumbent contractor's collective bargaining agreement.

52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015): West respectfully requests removal of this provision in its entirety, as it is inapplicable to the commercial off-the-shelf product that West is providing to ICE. These products do not "directly engage the time and effort of a contractor or construction."

3052.204-70 Security Requirements for Unclassified Information Technology Resources: West respectfully requests removal of this provision in its entirety, as it is inapplicable to the commercial off-the-shelf product offered by West. West is providing internet access to a commercial off-the-shelf research product. West will not have physical or electronic access to sensitive information contained in ICE's unclassified systems that directly support the agency's mission.

52.224-1: Privacy Act Notification (APR 1984), 52.224-2: Privacy Act (APR 1984), PRIV 1.7: Privacy Act Information and ICE Information Governance and Privacy Requirements Clause (JUL 2017) (A and C): West respectfully requests the removal of these provisions, which pertain to the Privacy Act of 1974. This Act does not apply to this contract because West is not developing or operating a system of records on individuals for ICE. West is providing a commercial item, specifically, a license to access data sourced by, and under the control of, West. Access to West's data is subject to the terms of West's General Terms and Conditions for Federal Subscribers**.**

3052.204-71 Contractor employee access (SEP 2012), and Alternate I Safeguarding of Sensitive Information (MAR 2015) Sections (a) – (d) Information Technology Security and Privacy Training (MAR 2015): West respectfully requests removal of this provision in its entirety, as it is inapplicable to the commercial off-the-shelf product offered by West. West is providing internet access to a commercial off-the-shelf l product. West will not have access to unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance. Additionally the Privacy Act of 1974 does not apply to this contract because West is not developing or operating a system of records on individuals for ICE.

PRIV 1.2: Reporting Suspected Loss of Sensitive PII, PRIV 1.3: Victim Remediation Provision and PRIV 1.4: Separation Checklist for Contractor Employees and ICE Information Governance and Privacy Requirements Clause (JUL 2017)(D): West respectfully requests removal

of these provisions in their entirety, as they are inapplicable to the commercial off-the-shelf product offered by West. West is providing internet access to a commercial off-the-shelf product. ICE will not be providing PII nor will West accept any PII in the performance of this contract. West is providing a license to access data sourced by, and under the control of, West. Access to West's data is subject to the terms of West's General Terms and Conditions for Federal Subscribers.

PRIV 1.6: Prohibition on Performing Work Outside a Government Facility/Network/Equipment: West respectfully requests removal of this provision in its entirety, as it is inapplicable because West will not be performing tasks at Government facilities, or accessing Government networks using Government furnished IT or any other Government equipment. West is offering internet access to a commercial-off- the-shelf online subscription product that is accessed by the end-user (ICE) via the internet using ICE's existing information technology equipment.

REC: 1.1: Required DHS Basic Records Management Training and REC 1.5: Comply with All Records Management Policies: West respectfully requests removal of these provisions in their entirety, as they are inapplicable. Neither West nor any of its employees will have physical or electronic access to sensitive information contained in ICE's unclassified systems. West will comply with this federal records management policies that do not include policies associated with safeguarding records cover by the Privacy Act of 1974. This Act does not apply to this contract because West is not developing or operating a system of records on individuals for ICE.

REC 1.2: Deliverables are the Property of the U.S. Government and REC 1.4: Agency Owns Rights to Electronic Information: West respectfully requests removal of these provisions in their entirety, as they are inapplicable to the commercial off-the-shelf product offered under this solicitation. West is not providing a work for hire and no title shall pass to ICE in performance of this contract.

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: West will comply with this federal records management policies that do not include policies associated with safeguarding records cover by the Privacy Act of 1974. This Act does not apply to this contract because West is not developing or operating a system of records on individuals for ICE.

Attachment to Price Quote

- Thomson Reuters General Terms and Conditions for Federal Subscribers

Thomson Reuters Quote for License Plate Reader Data via link to Vigilant Solutions' LEARN Platform

Thomson Reuters Response to RFQ 70CDCR18Q00000005

License Plate Reader Commercial Data Service via Vigilant's LEARN Platform

Technical Response - Revised

SUBMITTED TO

U.S. Department of Homeland Security

Immigration and Customs Enforcement (ICE)
Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI)

SUBMITTED TO:

(b)(6);(b)(7)(C)

DUE DATE:

December 20, 2017, by 3 pm ET

SUBMITTED BY

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THOMSON REUTERS

Source Selection Sensitive

This document includes proprietary information that shall not be duplicated, used, or disclosed outside of DHS ICE—in whole or in part—for any purpose other than evaluating this proposal. This information is deemed proprietary because it contains pricing and confidential corporate information that is of critical value to Thomson Reuters and our partners in a highly competitive market.

Contents

INTRODUCTION 1

SECTION I – TECHNICAL APPROACH 2

C.4 RESPONSES TO PERFORMANCE REQUIREMENTS 2

Data Service Content/Scope 2

User Management and Support 5

Functional Requirements 7

Query Capabilities 7

Alert List Capabilities 10

Mobile Device Capabilities 12

Audit and Reporting Capabilities 13

C.5 IS NOT IDENTIFIED/INCLUDED IN THE STATEMENT OF WORK 16

C.6 PROMOTION OF THE CONTRACT 16

C.7 NEWS RELEASES 17

C.8 LICENSE TYPE 17

SECTION II – PAST PERFORMANCE 18

2018-ICLI-00035 1615

Introduction

Thomson Reuters has a long history of commitment to meeting the informational needs of the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), and we seek to maintain and expand that relationship in responding to the current Request for Quote for access to a License Plate Reader database.

Through the combination of comprehensive and reliable data, technology, and expertise in how public records and related information can benefit government objectives, Thomson Reuters, with our partner, Vigilant Solutions, is uniquely positioned to help ICE meet your agency's diverse challenges with our subscription services.

Based on conversations with ICE personnel about the specific investigative needs of ICE, Thomson Reuters can provide access to license plate reader data via a hyperlink to the LEARN platform through the CLEAR platform. Providing access to the data through CLEAR provides reassurance to ICE, by virtue of existing agreed-upon terms and auditing requirements, per agency mandate. This offer also provides access to LPR through Vigilant's LEARN platform, which is maintained and supported by Vigilant.

The Thomson Reuters CLEAR team has been successfully supporting DHS's investigative research needs and initiatives since the agency's inception. We are proud to support the DHS and look forward to continuing our long-standing partnership.

Section I – Technical Approach

C.4 Responses to Performance Requirements

In this section of our response, we respond directly to the Performance Requirements in the Statement of Work of the RFQ. The information presented here is considered proprietary and confidential.

DATA SERVICE CONTENT/SCOPE

We propose access to License Plate Reader (LPR) data via hyperlink from Thomson Reuters CLEAR to Vigilant Solutions' (Vigilant's) LEARN platform.

Requirement: The LPR data service shall contain LPR records from a variety of sources across the United States, such as toll road or parking lot cameras, vehicle repossession companies, and law enforcement agencies.

Response: The offered LPR data is collected from various toll roads, parking lot/garages, repossession vehicles and law enforcement agencies nationwide.

Requirement: The LPR data service shall include substantial unique LPR detection records.

Response: Vigilant's database currently has hundreds of millions of unique detection records from commercial sources. Besides LPR records from commercial sources such as parking garages, tolls and asset recovery vehicles Vigilant also has a large network of local and state law enforcement agencies (LEAs) across the country. This network of LEAs has the ability to share their LPR records with ICE – regardless of their LPR hardware provider. All LEA detection records are the intellectual property of the LEA and all retention times and permissions on these records are set by those agencies. Vigilant only hosts and maintains those records.

Requirement: The LPR data service shall compile LPR records from at least 25 states and 24 of the top thirty (30) most populous metropolitan statistical areas within the United States to the extent that collection of LPR data is authorized by law in those locations.

A metropolitan statistical area is defined as: a geographical region with a relatively high population density at its core and close economic ties throughout the area as defined by the Office of Management and Budget (OMB) and used by the Census Bureau and other federal government agencies for statistical purposes.

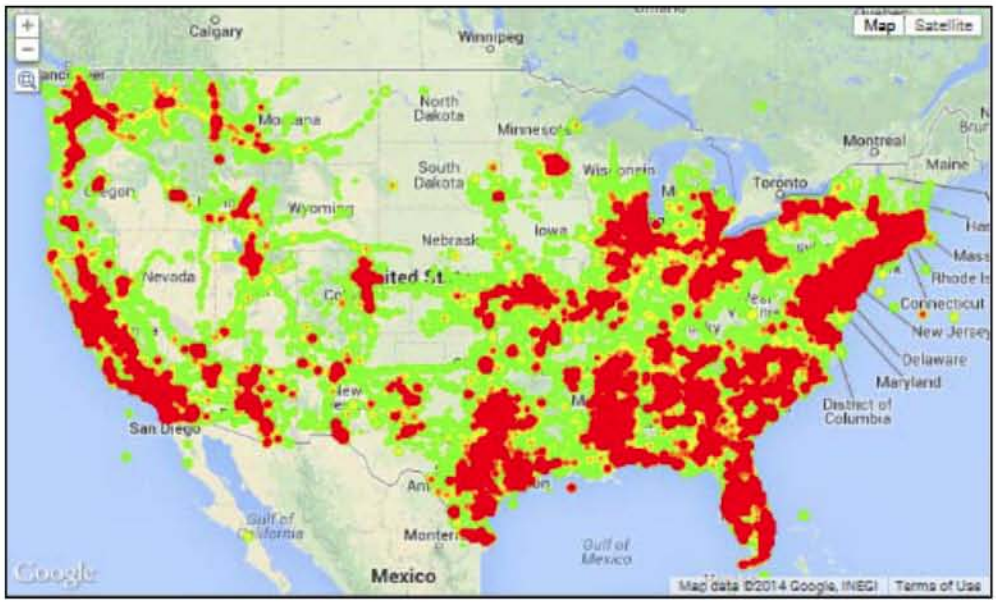
Response: Forty-seven (47) states, the District of Columbia, and Puerto Rico have commercial LPR scan records. (Hawaii, Maine, and Vermont do not.)

A list of the most populous 50 metropolitan areas in the US with commercial LPR data is provided below and exceeds the minimum requirement by DHS. Additional locations can be provided upon request.

Number	Metro Area
1	NewYork-NorthernNewJersey-LongIsland,NY-NJ-PA
2	LosAngeles-LongBeach-SantaAna,CA
3	Dallas-FortWorth-Arlington,TX
4	Chicago-Joliet-Naperville,IL-IN-WI
5	Houston-SugarLand-Baytown,TX
6	Washington-Arlington-Alexandria,DC-VA-MD-WV
7	Phoenix-Mesa-Glendale,AZ
8	Miami-FortLauderdale-PompanoBeach,FL
9	Riverside-SanBernardino-Ontario,CA
10	SanAntonio-NewBraunfels,TX
11	Baltimore-Towson,MD
12	SanDiego-Carlsbad-SanMarcos,CA
13	Atlanta-SandySprings-Marietta,GA
14	KansasCity,MO-KS
15	VirginiaBeach-Norfolk-NewportNews,VA-NC
16	SanFrancisco-Oakland-Fremont,CA
17	Austin-RoundRock-SanMarcos,TX
18	St.Louis,MO-IL
19	Cleveland-Elyria-Mentor,OH
20	Richmond,VA
21	Orlando-Kissimmee-Sanford,FL
22	LasVegas-Paradise,NV
23	Columbus,OH
24	Tampa-St.Petersburg-Clearwater,FL
25	Charlotte-Gastonia-RockHill,NC-SC
26	ElPaso,TX
27	Columbia,SC
28	Memphis,TN-MS-AR
29	Sacramento--Arden-Arcade--Roseville,CA
30	Seattle-Tacoma-Bellevue,WA
31	Cincinnati-Middletown,OH-KY-IN
32	McAllen-Edinburg-Mission,TX
33	Denver-Aurora-Broomfield,CO
34	Vallejo-Fairfield,CA
35	Philadelphia-Camden-Wilmington,PA-NJ-DE-MD
36	Charleston-NorthCharleston-Summerville,SC
37	Milwaukee-Waukesha-WestAllis,WI
38	Jackson,MS
39	SanJose-Sunnyvale-SantaClara,CA
40	Stockton,CA
41	Hartford-WestHartford-EastHartford,CT
42	Greenville-Mauldin-Easley,SC

43	Raleigh-Cary,NC
44	Bakersfield-Delano,CA
45	MyrtleBeach-NorthMyrtleBeach-Conway,SC
46	Minneapolis-St.Paul-Bloomington,MN-WI
47	Buffalo-NiagaraFalls,NY
48	NewHaven-Milford,CT
49	Bridgeport-Stamford-Norwalk,CT
50	Corpus Christi,TX

The map below shows the density and coverage of Vigilant's commercial LPR data. Red areas have higher concentrations followed by yellow and green.



Requirement: The LPR data service provider shall demonstrate the number of new unique records that were added to the commercially available LPR database each month for the last consecutive twelve (12) months.

Response: A summary of the number of unique records for each month over the last twelve (12) months is provided in the table below.

Month / Year	Unique Commercial Data Records
16-Dec	153,649,853
17-Jan	147,648,720
17-Feb	146,027,234
17-Mar	172,324,187
17-Apr	163,997,190
17-May	175,011,763
17-Jun	162,459,125
17-Jul	158,693,852

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



Requirement: The ability to compare new user requests with lists of personnel authorized by ICE to use the vendor system.

Response: All decisions regarding access to the system will be made at ICE in accordance with the CLEAR Administrator's Standard Operating Procedures Manual. LEARN access will require separate credentials and will be given to the users upon receipt of a user list from ICE. Authorized CLEAR users will have additional LEARN credentials generated. ICE may authorize only ICE users; ICE may not provide access to users from other agencies.

Requirement: Automatic verification of accounts with the ability to audit by using the user's Originating Agency Identifier (ORI) to be matched against a current real-time list of active ORI numbers provided directly or indirectly by the National Law Enforcement Telecommunication System (NLETS).

Response: ICE will assign their intended authorized users; no ORI will be needed.

Requirement: The ability to add new users or delete existing users within 24 business hours of ICE's request.

Response: To maintain consistency with the CLEAR contract, addition of new users or deletion of existing users will occur as soon as possible, but at no point longer than 24 business hours. Thomson Reuters will work with ICE regarding management of user population.

Requirement: Initial training to orient personnel to the use of their system, including "Help Desk" support related to the use, access, and maintenance of the system.

Response: The Thomson Reuters CLEAR contract includes a full-time Client Relationship Manager. Thomson Reuters will provide annual Agency Manager and System User training onsite at ICE facilities. User manuals will be provided as well as links to short videos uploaded to YouTube that demonstrate how to utilize some of the LEARN features. For CLEAR access, Thomson Reuters will also provide "Help Desk" support 24/7/365 via phone (877-242-1229), or support via email (clear@thomsonreuters.com).

Requirement: System training and "Escalation Procedures" for agency manager and shall include procedures for resetting passwords.

Response:A "Forgot My Password" link will be included for users to reset any forgotten passwords upon any attempt to sign in. Customer support, including escalation, when appropriate regarding impact, will be available for other issues.

Requirement: Unlimited technical support to each user.

Response: Thomson Reuters will provide unlimited technical support 24/7 for each user of CLEAR. Vigilant will provide unlimited technical support 24/7 for each user of the LEARN platform.

Requirement: Periodic or as needed updates to the web interface and mobile application. The vendor will employ appropriate technical, administrative, and physical security controls to protect the integrity, availability, and confidentiality of the data resident in its system.

Response: CLEAR undergoes periodic updates for enhancements and updates. Thomson Reuters is certified to international standards, 27001 and 9001, assuring appropriate controls and processes to protect data and system integrity.

Vigilant will periodically update the user interface and mobile application. Besides regular updates to the software interfaces and mobile applications, Vigilant is committed to providing a top-tier hosting facility with Verio, a Microsoft Gold Certified Partner. This helps provide a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

The premier LEARN-NVLS data centers features:

- Redundant Power Sources
- Redundant Fiber Connectivity
- OC12 & OC48 Connectivity
- HVAC Environmental Monitoring
- Secure Physical Access Control
- Physical Escort for Onsite Visitors
- Multiple Diesel Fuel Generators
- Active Fire Prevention & Suppression
- 24 X 7 Monitoring and Operational Support
- Onsite System Administrators/Engineers

FUNCTIONAL REQUIREMENTS

QUERY CAPABILITIES

Requirements: Before a user is able to perform a query from the main system or mobile application, the system must display upon logon a splash screen that describes the agency's permissible uses of the system and data, and requires the user to affirmatively consent to these rules before proceeding further.

- The splash screen will appear at each logon event.
- The text on the splash screen shall also be available to the users via a hyperlink within the main system interface (including any mobile app interface).
- The agency will provide the language for the splash screen content.

Response: Upon login to CLEAR, users must select from available options the applicable permissible use/purpose for the various regulations (e.g., DPPA). Included with direct access to the LEARN platform, Vigilant will provide a splash screen upon logging into the system that will describe the agency's permissible uses of the data and will require the user to affirmatively consent to these rules before proceeding. The ICE provided message will also be available via hyperlink.

Requirement: All queries of the LPR data service shall be based on a license plate number queried by the user only, and the data returned in response must be limited to matches of that license plate number only within the specified period of time.

Response: Included with direct access to the LEARN platform, we understand that all queries of the LPR data shall be based on a license plate number entered by the user. The data returned in response will be limited to the matches of that license plate number only within the specified period of time.

Requirement: The system will not permit user queries of the data service unless a license plate number is entered. A query can only be conducted by entering a license plate number.

Response: The Vigilant user interface will allow a user to search only if a license plate is entered. (Specific functionality, e.g., Stakeout/Make-Model functionality, would need to be turned off in order to limit searching by license plate number only and to prevent searches by other methods.)

Requirement: The query interface will include a drop-down field for users to select a reason code for the query from a pre-populated list. The specific reason codes will be provided by ICE. This field is mandatory for conducting a query.

Response: Vigilant has a mandatory reason code field, and an optional free-text field of up to 255 characters. If awarded, Vigilant will make this a mandatory audit screen that the user must populate prior to any query.

Requirement: The query interface will require a user to identify whether the user is entering data for him or herself or for another individual. If the user is entering data for another individual, the query interface will require the user to enter the name of the other individual.

Response: Vigilant will provide the ability for a user to indicate who is requesting the query. All information will be stored in audit logs.

Requirement: The query interface must include a free-text field of at least 255 characters for user notes. This will allow for additional information that will assist ICE in referencing the specific case for which the query was performed. Completing this field shall be mandatory for conducting a query.

Response: Vigilant will provide a free-text field of up to 255 characters for user to enter notes. This feature can be made mandatory for all queries or reports.

Requirement: The system will have the capability to limit the query by time frame to allow users to comply with agency policy. Depending on the type of investigation being conducted, agency policy will allow the user to query the historical LPR detection records for only a certain period of time (e.g., going back 5 years from the date of query for any immigration investigation).

- The query interface will have a field for the user to select or input the appropriate timeframe for the query.
- The system will display results only for LPR detection records within that timeframe (e.g., only for the last 5 years).

- The system shall not run a query that lacks a time frame entered by the user.

Response: The LPR query will be limited to a time frame consistent with agency policy, e.g., five (5) years. The system also will block any queries that lack a time frame.

Requirement: The vendor shall guarantee the results of queries meet a high degree of accuracy in datasets, with a margin of error not more than 2%.

Response: The LEARN platform solution will provide direct query index look-ups. For example, plate ABC123 will always return records tagged as plate ABC123. We are 100% correct due to data being statically indexed by exact plate numbers. Note: While indexes are statically created, the image analysis to create the static index is still subject to an accuracy of less than 98% due to a number of items such as angle of LPR cameras, impacted snow on the plate, bent/damaged plate, partially obstructed view of plates, heavy snow or rain, etc.

Requirement: To ensure accuracy of information, the response to a query must include at least two photos on all hits.

- Photos must be of sufficient quality to allow the user to visually confirm the license plate and vehicle make/model in the photo are the same as what is represented in the vendor system.

- Query results must seamlessly integrate with web-based interactive maps. The printable report should show two different map views, nearest address, nearest intersection, date and time the license plate was captured, GPS coordinates, and sources of the record.

Response: In the LEARN platform, LPR cameras do not use visible light, such as a flashlight. The vehicles make, model, or color at night can be hard to identify. This is true for all LPR records in low ambient light conditions, which we cannot control. To help identify vehicles at night, Vigilant has developed a way to populate a daytime image within a nighttime image of a vehicle if the vehicle has been scanned during the day, so the user can quickly identify and confirm vehicle make, model, and color. In most states we can also identify vehicle make and model, by using additional information gathered from CarFax that is seamlessly integrated into the software. Although we can help identify a large number of nighttime records, we cannot do so for 100% of the records due to these circumstances, although a very high percentage can be identified with even nighttime images.

All LPR records will include two (2) images (one of the vehicle and one of the license plate). Printable reports will include images, Google map, Google satellite image, nearest address, nearest intersection, GPS coordinates and source of the record.

Requirement: The vendor shall provide a notification mechanism in the event ICE users identify photographs that do not match the data in their system (license plate numbers or make/model mismatches). The vendor shall address all erroneous data. The vendor shall notify ICE and the ICE user of any inputted erroneous data and keep ICE and ICE users informed of corrections to erroneous data.

Response: Vigilant will insert a "misread" button on the detection view, which will generate a notification to Vigilant personnel. Vigilant will not modify data owned by third parties (e.g., law enforcement agencies), because that data is the property of the collecting agency.

Requirement: The vendor will not use any information provided by the agency (query data) for its own purposes or provide access or disclose such information to other customers, business partners, or any other individual or entity.

Response: Thomson Reuters and Vigilant value the trust placed in us by ICE and will not use or disclose any DHS information to other customers, business partners, or other individuals or entities. DHS will have the ability to accept additional LPR data that is collected by local and state law enforcement agencies across the country who are already Vigilant customers and reside on the LEARN hosted server. This could provide hundreds of millions more LPR scans available for ICE to search. Currently there are almost 500 million detection records that are collected by local and state LEAs. All shared LEA records are the intellectual property of the respective LEAs. Vigilant cannot edit or modify these records should there be a misread. If ICE accepts the LPR records from the LEAs, ICE does not have to share anything in return. All sharing controls are set, monitored, and maintained by ICE Agency Managers.

Requirement: The vendor will not use ICE's queries (the license plate numbers input into the system) for its commercial purposes. The vendor will only use the queries submitted by ICE to maintain an audit log.

Response: ICE's query data will not be used for commercial purpose by Thomson Reuters or Vigilant. Queries submitted by ICE will be stored only to maintain an audit log for the applicable platform.

ALERT LIST CAPABILITIES

Requirement: The LPR data service shall provide an "Alert List" feature that will allow ICE users to save license plate numbers so they will be automatically queried against new records loaded into the vendor's LPR database on an on-going basis. Any matches will result in a near real-time notification to the user.

Response: Included with direct access to the LEARN platform, Vigilant will provide an "Alert List" feature called "Hot-Plate". The hot-plate will be saved within the LEARN system and be compared to new records as they are loaded into the system's database. Any matches will generate a near real-time alert notification to the users with permissions to the hot-plate record.

Requirement: The LPR data service Alert List will provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to share Alert Lists notifications between ICE users.

Requirement: The Alert List feature will: 1) Automatically match new incoming detection records to user-uploaded or - entered Alert Lists containing the license plate numbers of interest in the investigation; 2) Send an email notification to the user originating such Alert List records and to any ICE user that has been shared the Alert List indicating there is a license plate match to new records in

the system; and 3) Provide within the LPR system for download a PDF case file report for the match (with maps, vehicle images, and all pertinent detection & Alert List record information) for each email alert notification. The notification must be able to be limited to the user or a user group of ICE law enforcement officers involved in the specific investigation. The notification will comply with all applicable laws, including the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to automatically match new detections against a user uploaded alert list. The notification will provide maps, images, GPS, date, time, and nearest address and cross street. The notification can be sent to multiple ICE users that are sharing the alert list for the specific investigations. DPPA applies only to the release of personal information from a state's department of motor vehicle (DMV) records. Vigilant's system does not interfere with DMV records. ICE may insert any information in the alert list. Subsequently, the data fields that may contain PII information are encrypted with AES256 encryption at rest, and only the owner of those records may see the values entered.

Requirement: The LPR data service will allow specifically designated users to batch upload a maximum of 2,500 license plate records into the "Alert List". The batch upload will be in the form of a single comma separated variable (CSV) file with data fields to include, but not limited to the following: Plate number; State of Registration; Vehicle Year, Make, Model & Color; reason code and an open text field, of at least 255 characters, for a user note to assist in referencing the specific purpose/investigation/operation for which the query was performed.

Response: Included with access to the LEARN platform, Vigilant will allow an alert list of up to 50 million plates to be uploaded in a CSV format that can include plate number, state of registration, year, make , model, color, and a reason code as a custom field and a comments section of up to 255 characters or less. The allowable number of alert list records per the system significantly exceeds the requirements of DHS, but ICE may dictate the maximum number of records allowable by their users.

Requirement: The Alert List function will include an automated capability that flags license plates for deconfliction.

Response: Included with access to the LEARN platform, Vigilant will provide the ability to establish Alert List submissions, perform searches, all conducted anonymously, to ensure other individuals or entities that use the LPR service (whether a law enforcement agency, commercial entity, or otherwise) are not able to identify that ICE is investigating a license plate. When a Hot-Plate is uploaded and it matches a record containing the same License Plate Number, State ID, Alert Type, Hot-List Source, and Agency Name, the user will be notified via a pop-up notice to contact the initial user who entered the identical record. The user will have the option to override the record or to cancel the upload. If warded, Vigilant will add an option for other agencies to allow their uploaded hot-plates to be used for deconfliction purposes by ICE, based solely on License Plate and State ID.

Requirement: License plate pictures taken with the automated Optical Character Recognition (OCR) plate number translation shall be submitted to the LPR data service system for matching with license plates on any current ICE Alert List. Any positive matches shall return to the iOS application (identified below) alerting authorized users of a positive match. These pictures will be uploaded into the data service query by an authorized ICE user along with any mandatory information needed for a normal query. The pictures will be retained in the vendor's system for audit purposes only and will not be otherwise accessible or usable for search purposes.

Response: Included with access on the LEARN platform, any LPR detection matching an ICE Alert List will return to the iOS application, alerting authorized users of a positive match. All detections will be uploaded into LEARN for future reference or investigation by ICE. Vigilant will preserve commercial records indefinitely.

Requirement: Each license plate number on an Alert List will be valid for one year unless the user removes it before expiration. The system will prompt users two weeks prior to expiration and require the user to affirmatively indicate that there continues to be an operational requirement to keep the particular license plate entry on the Alert List active, or be given the option to delete the license plate from the Alert List. Prompts should continue periodically until the expiration date is reached. The system will grant the user an additional week after expiration to renew the entry in the Alert List. If the user does not renew, the system shall remove the license plate number from the Alert List.

Response: Included with access to the LEARN platform, Vigilant will provide an ability to load an alert list with a one (1) year expiration time frame. Vigilant can implement an automatic one-year expiration for all alert records entered into the ICE account.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Included with access to the LEARN platform, all alert list activity will be captured for auditing reports and will include user name, date, time, reason code, notes, license plate number entry, deletion, renewal, and expiration from alert list.

Requirement: The vendor shall not retain any data entered onto an Alert List except as part of the audit trail once the entry has expired per the process described above, or once the user has deleted the entry from the Alert List, whichever happens first.

Response: Included with access to the LEARN platform, Vigilant will not retain any alert list data except for audit reports. The alert list will also be removed once it expires or a user manually removes it from the list.

MOBILE DEVICE CAPABILITIES

Requirement: The LPR data service shall feature an iOS-compatible mobile application that allows authorized ICE users to:

- Query the LPR data service by entering the license plate number, state of registration, reason code, and the ability to add returned positive matches into the Alert List.
- Have quick access and recall of any queries and Alert Lists associated with the user or designated user group. The vendor application will delete any saved data on the mobile device after 60 days, if not already deleted manually by the user.
- Provide capabilities to share Alert List notifications between ICE users involved in the investigation.

Response: Included with access to the LEARN platform, Vigilant Mobile Companion software for iOS devices will allow a user to query the LPR database and return alerts for positive matches to a user-loaded alert list. The application will delete any saved data on the device after 60 days.

Requirement: The mobile application will conform to all other performance, privacy, and functional requirements identified in the SOW. The vendor shall coordinate with ICE to make sure that the mobile application undergoes the required privacy assessment prior to use.

Response: Thomson Reuters will coordinate with Vigilant and ICE regarding compliance of Vigilant's mobile application with any applicable privacy assessment prior to use.

AUDIT AND REPORTING CAPABILITIES

Requirement: The vendor shall generate an immutable audit log in electronic form that chronicles the following data:

- Identity of the user initiating the query or the person on whose behalf the query is initiated, if different;
- Exact query entered, to include license plate number, date limitations, geographic limitations (if applicable), reason code, and any other data selected or input by the user;
- Date and time of query; and
- Results of the query.

Response: Available with access to the LEARN platform, any action on Vigilant's LEARN web interface or mobile application shall be fully auditable and shall not be disabled by the user. Vigilant maintains a complete audit records of every transaction, including date, time, user, IP address, and query parameters sufficient to reproduce the exact query. Audit records are property of ICE.

Requirement: All Alert List activity shall be audited to capture user name, date and time, reason code, and user note associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Response: Available with access to the LEARN platform, all Alert List activity shall be audited to capture user name, date and time, reason code, and user notes associated with the query, as well as license plate number entry, deletion, renewal, and expiration from the alert list.

Requirement: The vendor shall provide to ICE user audit reports on a quarterly basis and upon request. Audit reports shall contain the audit log information of a given user(s) for the specified period of time. The vendor shall provide the audit log in electronic form via secure transmission to ICE promptly upon request. The format of the audit log shall allow for ICE to retrieve user activity by user name (or ID), query entered (e.g., particular license plate) and date/time. The exact technical requirements and format for the audit log will be negotiated after contract award.

Response: Thomson Reuters will coordinate with Vigilant to provide requested audit reports. All reports can be exported in PDF format. Exact technical requirements and format for the audit report will be negotiated after contract award.

Requirement: The vendor shall promptly cooperate with an ICE request to retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to user activity on the vendor system, for purposes of the agency's internal investigations and oversight.

Response: Upon request, Vigilant shall retrieve and provide a copy of the actual records retrieved from the LPR data service in response to a particular query, or any other data relevant to a user activity on the system for internal investigations and oversight.

Requirement: The vendor shall not use audit trail data for any purpose other than those specified and authorized in this contract.

Response: Neither Thomson Reuters nor Vigilant will use any audit trail data for any purpose other than those specified and authorized in the contract.

Requirement: The vendor is to provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list.

Response: With access to the LEARN platform, Vigilant can provide quarterly, or upon request, statistics based on positive hits against the number of requested searches and hit list. These reports can be run for any time frame.

Requirement: The audit logs specified in this statement of work are records under the Federal Records Act. The vendor shall maintain these records on behalf of ICE throughout the life of the contract, but for no more than seven (7) years. The vendor is not authorized to share these records, or the Alert List data, with any outside entities including other law enforcement agencies. At the end of the contract, the vendor shall extract, transfer, and load these records (including any still-active Alert List data, if requested by ICE) to another storage medium or location specified by ICE. This transfer of records shall occur no later than thirty (30) days after the contract ends. After successful transfer of these records, the vendor shall ensure all copies of the records (including any still-active Alert List data) are securely deleted from all networks and storage media under its control or under the control of any of its agents or subcontractors.

Response: With access to the LEARN platform, Vigilant will maintain audit logs for seven (7) years. Vigilant considers audit records as the property of the applicable law enforcement agency, in this instance, ICE. Vigilant does not access these records except under direction by the customer for purposes of customer support and does not share audit logs with any outside entities including law enforcement. If the contract is terminated, Vigilant will export/transfer any alert list data in machine-readable format to any storage medium or location specified by ICE. This transfer will occur within thirty (30) days of contract end.

Requirement: The vendor shall meet the following Key Performance Parameters (KPPs)/QCP

Metric	Unit of Measure	Minimum
LPR Data Service	Uptime – Unit of measure 100%	> 99.0
	Operating Schedule	24/7/365
	Scheduled downtime	**</= 4 hours per month**

	Mean time between failure	4,000 operating hours
Overall Support Service	Support availability	24/7/365
Results of a single LPR	Results of a single LPR query	</= 5 seconds after

Response: Vigilant Solutions, Inc. has created a service that allows Law Enforcement Agencies the ability to utilize online License Plate Recognition (LPR) services and Data analytics for the purposes of research and investigations. This service requires strict up-time requirements, and this Quality Control Plan is intended to define how they will be calculated. Vigilant Solutions has a reliable track record of uptime; however, we cannot guarantee > 99% uptime. With the exception of scheduled outages, LEARN Hosted LPR Services will be accessible 24/7/365. We agree that downtime shall not eclipse (4) hours in any given month, with the exception of major upgrades or system migrations. We agree that the mean time between failures (MTBF) will not exceed a mean of 4,000 hours between failures. Vigilant's average LPR Query Response Time for a Single exact Plate is reliably fast; however, we cannot guarantee </= 5 seconds for each single search. For instance, quick response times for queries are contingent upon satisfactory internet connectivity, for which Vigilant does not have control in the ICE environment.

The LEARN-NVLS onsite professional technical, support, and engineering team maintain numerous certifications to ensure up to date compliance and familiarity with the latest standards in computer technology. These certifications include:

- Certified Information System Security Professional (CISSP)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Internetwork Expert (CCIE)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Associate (CCDA)
- CompTIA A+, CompTIA i-Net+, CompTIA Security+
- Sun Certified System Administrator (SCSA)
- Microsoft Certified Systems Administrator (MCSA)
- Alteon Certified Administrator
- Solaris 8 System Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Red Hat Certified Engineer (RHCE)
- Microsoft Certified Professional (MCP)

There are numerous accreditations that qualify the LEARN-NVLS data server facility and demonstrate Vigilant's commitment to providing a top-tier hosting facility providing quality control. Verio is a Microsoft Gold Certified Partner, providing a high level of quality assurance with all hosted Microsoft products. Verio is certified ISO 9001:2008, the internationally recognized standard for Quality Management Systems, and has been independently audited and verified for compliance under the Statement of Auditing Standards Number 70 [SAS70] Type II.

Uptime for LEARN Services:

In order to validate and track the uptime for LEARN Services, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the LEARN

Average Uptime each month and after any outage (percentage). The calculation and recording of data will be defined on a revolving (12) month cycle. The data will be stored on an internal online document and made available upon request.

LEARN scheduled downtime:

In order to validate and track the LEARN scheduled downtime, Vigilant will record and calculate the Date-Time since last downtime of LEARN services. The calculation will be based on when services became unavailable to when the services came online again. Vigilant will calculate the total LEARN scheduled downtime each month (hours). The calculation and recording of data will be defined on a revolving month cycle. The data will be stored on an internal online document and made available upon request.

Mean time between failure (MTBF):

In order to validate and track the Mean time between failure (MTBF), Vigilant will record and calculate the Date-Time since last failure of LEARN services. The calculation will be based on operation time (hours) between when services became in a non-failed state to when services became in a subsequent failed state or current Date-Time. Vigilant will then calculate the mean time (hours) and base it on a revolving 12-month cycle. The data will be stored on an internal online document and made available upon request.

LPR Query Response Time (Single Plate):

In order to validate and track the LPR Query Response Time (Single Plate), Vigilant will record and calculate the 'Response Time' for each single plate query using our Plate-Search logging utility. The calculation will be based on when the LEARN Web Server(s) receives the plate request and delta in (seconds) between when LEARN Web Server begins to post LPR data. We must calculate the average time (seconds) on a revolving 12-month cycle with a calculation generated daily. The calculation will be based upon the entire LEARN spectrum for 'Plate-Search' functionality only and not user-specific queries. The data will be stored on an internal online document and made available upon request.

Thomson Reuters CLEAR:

While CLEAR's performance and reliability are typically consistent with the Key Performance Measures, West does not guarantee service levels.

Penalty/Withholding

Neither Thomson Reuters nor Vigilant agree to penalty or withholding of payment regarding performance measures.

C.5 is not identified/included in the Statement of Work

C.5 is not an identified/included item in the Statement of Work.

C.6 Promotion of the Contract

Requirement: The vendor may promote this contract to current ICE employees during the life of the contract. The offeror's goals shall be to: (a) make customers aware of this procurement vehicle; (b) make customers aware of all available products and services; and (c) assist customers in creating timely and accurate delivery order/purchase orders.

Any promotion of the contract to ICE employees or discussion about its capabilities will be within the parameters described in the RFQ and conducted within the normal course of business for Thomson Reuters.

C.7 News Releases

Requirement: News releases pertaining to this contract shall not be made without ICE approval, as appropriate, and then only upon written approval received from the contracting officer and the ICE Office of Public Affairs.

Thomson Reuters does not anticipate news releases, but would comply with the requirements for ICE approval.

C.8 License Type

Requirement: The vendor shall provide a license that will permit ICE to add or remove users without purchasing additional licenses so long as ICE's authorized user population falls within its purchased entitlements. The vendor shall not provide a named user license.

The CLEAR license granted for access to LPR is valid for up to the authorized number of ICE users. ICE may add or remove users within the applicable user limit for the offer. See the Additional Users provision in the terms below for information about adding users beyond the applicable offer limit.

Section II – Past Performance

Thomson Reuters considers our customer contracts proprietary, but we offer details of the current contract with DHS ICE as evidence of our past performance:

Reference	Required Information
Agency Name	Department of Homeland Security – Immigration & Customs Enforcement – Enforcement & Removal Operations and Homeland Security Investigations
Name/title of contact person	Contracting Officer: (b)(6);(b)(7)(C) Management/Program Analyst: (b)(6);(b)(7)(C (b)(6);(b)(7)(C)
Customer Contact Phone	(202) 732- (b)(6);(b)(7)(C)
Customer Contact Email Address	(b)(6);(b)(7)(C)
Contract Number	HSCEMD-16-F-00003/ HSCEMD-17-F-0008
Contract Start Date	10/1/2015
Contract End Date	9/30/2020
Total Contract Value (including all options)	(b)(4)
Brief Description of Contract Requirements	CLEAR with Web Analytics, with person and phone batch searching capabilities, Real Time Incarceration and Arrest Records, and World-Check (HSI only)
Client Manager (or person reaching out to customer)	(b)(6);(b)(7)(C) 443-622-(b)(6);((b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
To: (b)(6);(b)(7)(C)
Cc:
Subject: FW: License Plate Reader Guidance
Date: Thursday, February 22, 2018 4:54:50 PM
Attachments: LPR Guidance (signed 12 27 2017).pdf
image001.jpg

FYI

(b)(6);(b)(7)(C)
Assistant Field Office Director
Non-Detained/ATD/OSUP units
300 N. Los Angeles ST, Room (b)(6);(b)
Los Angeles, CA 90012
(213) 830-(b)(6);(

From: (b)(6);(b)(7)(C) **On Behalf Of** Los Angeles Statistics and Taskings Unit
Sent: Thursday, February 22, 2018 4:48 PM
To: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: License Plate Reader Guidance

To: **AFODs**

Subject: **License Plate Reader Guidance**

Recently, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) added License Plate Reader (LPR) database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system.

The ICE Office of Information Governance and Privacy (IGP) has issued the attached Privacy Guidance on Agency Access to and Use of LPR Data and Technology (a/k/a, LPR guidance). The purpose of this LPR guidance is to codify rules of behavior around previously-contemplated ICE uses of LPR data and technology. This guidance will serve on an interim basis until the publication of an ICE directive.

The LPR guidance is also available on the IGP Intranet site at
(b)(7)(E)

Thank you,

(b)(6);(b)(7)(C)
Deportation Officer

Department of Homeland Security/ICE/ERO
Los Angeles Statistics & Tasking Unit
606 S. Olive St. Suite (b)(6);(
Los Angeles, CA 90014
Office: (213) 633-(b)(6):(
Fax: (213) 633-4460



(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Friday, February 9, 2018 6:22 AM
To: (b)(6);(b)(7)(C)
Subject: LEARN access & Training Resources - Make Vital Vehicle Connections To Accelerate Your Investigations
Signed By: (b)(6);(b)(7)(C)

Welcome to the newest addition to CLEAR - License Plate Recognition via LEARN

You NOW have access to license plate recognition capabilities within CLEAR for use as part of an investigation or evaluation.

To log in, follow the steps below:
(b)(6);(b)(7)(C);(b)(7)(E)

This temporary password must be reset upon login. Ente(b)(7)(E)n the current password prompt.

If you have LEARN platform password questions/issues, please contact(b)(7)(E)
(b)(7)(**for assistance.**

Relying on CLEAR's collection of public and proprietary records on people, assets, businesses, affiliations and other critical information, in combination with Vigilant's commercial LPR database of more than 6 billion vehicle detections, DHS will now have a potent new solution in CLEAR LPR to augment investigations.

License Plate Recognition offers a live gateway of Vigilant commercial license plate data to determine vehicle locations from within the LEARN platform.
In addition, the search offers an individual vehicle search by License Plate so you can search for more information.

TRAINING RESOURCES – WEBEX TRAINING AVAILABLE
Join us for a brief introduction to the LEARN platform. Click on the links below to register and receive an email with a link to the WebEx meeting. Registration is required, but there is no need to register for more than one session. There is an attendee maximum per session; if a listed session is shown as full, please select another session to attend.

Please note that due to the number of registrants and sessions, I am unable to provide WebEx support/assistance. Please contact your help desk with any problems connecting to the WebEx.

Day	Date	Time (all times ET)	Registration Required - click link to register
Friday	2/9/2018	10:00 AM	2/9/18 10:00AM
Friday	2/9/2018	1:30 PM	2/9/18 1:30PM
Friday	2/9/2018	3:00 PM	2/9/18 3:00PM
Monday	2/12/2018	12:00 NOON	2/12/18 12 NOON
Monday	2/12/2018	3:00 PM	2/12/18 3:00PM
Tuesday	2/13/2018	9:00 AM	2/13/18 9:00AM
Tuesday	2/13/2018	11:00 AM	2/13/18 11:00AM

Tuesday	2/13/2018	1:00 PM	2/13/18 1:00PM
Thursday	2/15/2018	8:30 AM	2/15/18 8:30AM
Thursday	2/15/2018	10:00 AM	2/15/18 10:00AM
Thursday	2/15/2018	1:30 PM	2/15/18 1:30PM
Thursday	2/15/2018	4:00 PM	2/15/18 4:00PM
Friday	2/16/2018	8:00 AM	2/16/18 8:00AM
Friday	2/16/2018	10:30 AM	2/16/18 10:30AM
Friday	2/16/2018	12:30 PM	2/16/18 12:30PM
Friday	2/16/2018	3:00 PM	2/16/18 3:00PM

Additional future training – There will be WebEx's available throughout the month of February, as well as on the 1st and 3rd Thursday of every month starting March 1st a(b)(7)(E) There will also be in person sessions at locations across the country throughout the year.

User Guide: A user guide will be available by the end of February. If not received by that time, please email (b)(7)(E) for the latest user guide.

If you have any additional questions, please do not hesitate to contact us at (b)(7)(E)

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 8, 2018 6:35 AM
To: (b)(6);(b)(7)(C)
Subject: LPR access via CLEAR - it's a go!
Attachments: QUICK REFERENCE CARD LEARN PASSWORD ADMINISTRATION.pdf; LEARN access Training Resources - Make Vital Vehicle Connections To Accelerate Your Investigations .oft
Signed By: (b)(6);(b)(7)(C)

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Blue Category

Dear CLEAR/LEARN administrators-
We have received permission to begin emailing credentials and will likely do so later today and throughout the day tomorrow. All users who have used CLEAR in the past 6 months will automatically receive credentials from me. **Our goal is to deliver all credentials by Friday, February 9th.** If you are asked to create credentials for users, please follow the attached guide. Please note users must have approval to access CLEAR in order to access LEARN.

Please join me at a session for administrators at 4pm today (Click here to register - (b)(7)(E) This will be substantively the same as Tuesday's session, so there is no need to register for both unless you'd like to attend both. This will focus primarily on password generation, not the LEARN platform.

The LEARN password creation process will mirror the CLEAR password creation process in that if a user contacts Thomson Reuters directly, he will be directed to the SAC/AOR password administrator. No credentials will be generated without DHS approval.

Text to send to new users created by you – after initial password creation (also included in attached OFT):

Welcome to the newest addition to CLEAR - License Plate Recognition via LEARN

You NOW have access to license plate recognition capabilities within CLEAR for use as part of an investigation or evaluation.

To log in, follow the steps below:
(b)(7)(E)

This temporary password must be reset upon login.

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(b)(7)(

Relying on CLEAR's collection of public and proprietary records on people, assets, businesses, affiliations and other critical information, in combination with Vigilant' s commercial LPR database of more than 6 billion vehicle detections, DHS will now have a potent new solution in CLEAR LPR to augment investigations.

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(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Friday, February 9, 2018 6:22 AM
To: (b)(6);(b)(7)(C)
Subject: LEARN access & Training Resources - Make Vital Vehicle Connections To Accelerate Your Investigations
Signed By: (b)(6);(b)(7)(C)

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To log in, follow the steps below:
(b)(7)(E);(b)(5);(b)(7)(C)

This temporary password must be reset upon login. Enter (b)(7)(E) in the current password prompt.

If you have LEARN platform password questions/issues, please contact (b)(7)(E)
(b)(7)(E) **or assistance.**

Relying on CLEAR's collection of public and proprietary records on people, assets, businesses, affiliations and other critical information, in combination with Vigilant's commercial LPR database of more than 6 billion vehicle detections, DHS will now have a potent new solution in CLEAR LPR to augment investigations.

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Tuesday	2/13/2018	11:00 AM	2/13/18 11:00AM

Tuesday	2/13/2018	1:00 PM	2/13/18 1:00PM
Thursday	2/15/2018	8:30 AM	2/15/18 8:30AM
Thursday	2/15/2018	10:00 AM	2/15/18 10:00AM
Thursday	2/15/2018	1:30 PM	2/15/18 1:30PM
Thursday	2/15/2018	4:00 PM	2/15/18 4:00PM
Friday	2/16/2018	8:00 AM	2/16/18 8:00AM
Friday	2/16/2018	10:30 AM	2/16/18 10:30AM
Friday	2/16/2018	12:30 PM	2/16/18 12:30PM
Friday	2/16/2018	3:00 PM	2/16/18 3:00PM

Additional future training – There will be WebEx's available throughout the month of February, as well as on the 1st and 3rd Thursday of every month starting March 1st at (b)(7)(E) There will also be in person sessions at locations across the country throughout the year.

User Guide: A user guide will be available by the end of February. If not received by that time, please email (b)(7)(E) for the latest user guide.

If you have any additional questions, please do not hesitate to contact us at (b)(7)(E)

December 27, 2017

Privacy Guidance: Agency Access to and Use of License Plate Reader Data and Technology

Direct questions about this guidance to the ICE Office of Information Governance and Privacy (202-732-3300).

I. Purpose and Applicability

As part of its criminal and civil law enforcement missions, U.S. Immigration and Customs Enforcement (ICE) relies on a variety of law enforcement tools and techniques to ensure public safety and national security. License plate reader (LPR) data and technology provide an important tool to support ICE mission activities. To maximize the use of this tool consistent with privacy and civil liberties requirements, this document provides ICE personnel guidance on the acceptable use of LPR data and technology within the scope of their official duties. This document serves as interim guidance until the publication of an ICE directive.

II. Definitions

LPR Technology. A system consisting of a high-speed camera(s) and related equipment mounted on vehicles or in fixed locations that automatically and without direct human control locates, focuses on, and photographs license plates and vehicles that come into range of the device. The system automatically converts the digital photographic images of license plates and associated data into a computer-readable format, i.e., a "read," that contains LPR data.

LPR Data. Information derived from LPR technology, including but not limited to: (1) license plate number; (2) digital image of the license plate as well as the vehicle's make and model; (3) state of registration; (4) camera identification (i.e., camera owner and type); (5) Global Positioning System (GPS) coordinates[1] or other location information taken at the time the information was captured; and (6) date and time of observation.

LPR Database/System. Any central data repository that is used exclusively for the storage of recorded license plate numbers and other LPR data. The database/system may also use front-end tools that allow users to view and analyze data in different ways.

Commercial LPR Services. Query-based access to a LPR database offered by commercial vendors that provides some or all LPR data based on license plate numbers. LPR data is uploaded to the database from a variety of governmental and private sources including, but not limited to, access control systems, such as toll road or parking lot cameras; vehicle repossession companies; and law

[1] GPS is a satellite-based navigation system that provides location and time information anywhere on or near the Earth where there is an unobstructed line of sight to four or more GPS satellites.

enforcement agencies. Licenses to access commercial databases may be sold to commercial consumers as well as law enforcement agencies.

Hotlist. A list created by an ICE law enforcement officer in order to be automatically notified by an LPR database when a new "read" of a license plate associated with an ongoing investigation occurs.

III. ICE Uses of LPR Data and/or Technology

ICE will neither create and establish its own LPR database, nor contribute LPR data to any commercially-available LPR databases. ICE personnel may employ LPR data and technology only for authorized criminal and civil law enforcement purposes, including supporting criminal investigations into national security threats, illegal arms exports, financial crimes, commercial fraud, human trafficking, narcotics smuggling, child pornography and exploitation, and immigration fraud; identifying, arresting, and removing criminal aliens, fugitive aliens, illegal reentrants, and those individuals posing a public safety or national security risk; and enforcing other criminal or civil violations within ICE's enforcement mission. ICE personnel may use LPR data and technology in three ways, through: (1) ICE-owned LPR cameras, (2) cooperative arrangements with other law enforcement agencies (LEAs) or law enforcement task forces that collect LPR data and/or use LPR data or technology, and (3) commercial LPR services. These three uses are described below.

1. **ICE-owned LPR cameras.** ICE law enforcement personnel may deploy ICE-owned LPR (b)(7)(E)

2. **Other LEA or task force collection of LPR data or use of LPR technology.** ICE law enforcement personnel may gain access to LPR data through the establishment of cooperative arrangements with other LEAs or law enforcement task forces that collect LPR data and/or use LPR technology. All LPR data is collected solely by other LEAs and often put into a database to which LEA access is granted.

3. **Commercial LPR services.** ICE law enforcement personnel may obtain query-based access, using hotlists and license plate numbers, to commercially-available LPR databases maintained by commercial vendors.

Requirements surrounding the use of LPR data and/or technology differ depending upon which of the three uses ICE employs.

IV. Requirements for Use of LPR Data and/or Technology

General Requirements Applicable to All Uses of LPR Data and/or Technology. Requirements A – H apply to all three uses of LPR data and/or technology:

A. General Use.

1. ICE will access, collect, and/or use LPR data and technology only for authorized criminal and civil law enforcement purposes. Authorized law enforcement purposes mean that

ICE's use must be associated with an ongoing investigation, target of investigation, and/or targeted enforcement activity.

2. ICE will consider the quality, integrity, and age of a given license plate reading before using the LPR data in any case or investigation.
3. ICE will not take enforcement action based solely on data collected from government-run or commercially-available LPR databases. LPR data will be supplemented with other investigative information before enforcement action is taken.

B. Restriction on Over-collection. ICE will not engage in the over-collection of LPR data. ICE will limit its collection to appropriate timeframes, as described in Requirement J; limit its collection to vehicles, not individuals, as described in Requirement I; and, at this time, prohibit geographically-based queries of LPR databases where no license plate number of a target vehicle is known. This does not prohibit ICE's deployment of cameras in geographic areas of investigative significance to identify targets or investigative leads. ICE will not engage in the mass collection of LPR data in order to identify targets or investigative leads.

C. ICE Contribution to LPR Databases. ICE will neither build nor host any government-run or commercially-available LPR databases that store exclusively LPR data. In addition, ICE will not contribute LPR data to commercially-available LPR databases.

D. Sensitive Locations. ICE will access, collect, and use LPR data and technology in accordance with ICE Policy 10029.2[2] or any superseding policy on enforcement actions at sensitive locations.

E. Special Protections. ICE will not add license plate numbers to hotlists; or access, collect, or use LPR data and technology:

1. based solely on race, ethnicity, gender, national origin, religion, sexual orientation, or gender identity, unless authorized by law and policy. [3]
2. solely for the purpose of monitoring activities protected by the U.S. Constitution, such as First Amendment-protected activity, unless authorized by law.

F. Data Storage. Storage devices associated with ICE-owned LPR cameras (b)(7)(E) (b)(7)(E) (b)(7)(E) After transmission or upload, the raw data will be deleted off the storage device associated with the ICE-owned LPR camera, unless it must be preserved on the device as original evidence and maintained by an ICE Evidence Custodian. LPR data collected from commercial or other LEA LPR databases may be uploaded to existing ICE systems (b)(7)(E) when it is found to be relevant to the investigation as a result of queries of those LPR systems.

G. Data Retention. ICE will not retain LPR data that is not related to the current ICE law enforcement investigation. Any data that is relevant to this investigation will be retained in

[2] See ICE Policy No. 10029.2, Enforcement Action at or Focused on Sensitive Locations (Oct. 24, 2011).
[3] See Department of Justice's Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity (Dec. 2014).

the case file (e.g., ICM ROIs, Subject Records) to which the data pertains and not in an aggregated database.

H. Training. Before accessing commercial or other LEA LPR databases, ICE personnel will first be trained on the requirements for use to ensure compliance with this guidance. ICE personnel will also complete mandatory annual privacy and records training.

Specific Requirements Applicable to Commercial/LEA-Collected LPR Data and/or Technology. Requirements I – M apply specifically to ICE's use of commercial or other LEA/task force-collected LPR data and/or LPR technology:

I. Queries of LPR Databases. All queries of government-run and commercially-available LPR databases will be based on a license plate number queried by ICE law enforcement personnel. LPR data returned in response will be limited to matches of that license plate number only within the time period specified in the query.

J. Historical Queries. Depending on the type of investigation being conducted, ICE law enforcement personnel will query LPR databases for historical LPR data for only a certain period of time.

1. For criminal investigations, ICE will limit queries to the time period established in any statute of limitations for the underlying criminal violation.
2. For civil immigration matters, ICE will limit queries to the previous five years.

K. Hotlists.

1. All license plate numbers added to hotlists must be derived from and associated with current ICE law enforcement investigations.
2. Hotlists will contain only license plate numbers and any associated ICE-created tracking numbers. Hotlists will not contain any other identifying information about person(s) who may be associated with the license plate numbers.
3. ICE will document and maintain lists of all license plate numbers added to hotlists. Lists will detail at a minimum the license plate numbers, associated investigative case numbers, and any ICE-created tracking numbers. ICE will maintain these lists for five years after list creation date.
4. Hotlists are subject to review and refresh on at least an annual basis to ensure that license plate numbers no longer needed are removed. ICE personnel should make an effort to expeditiously remove license plate numbers that are no longer needed notwithstanding this annual review.

L. Analytical Tools. ICE may use analytical tools in LPR databases/systems to view and analyze LPR data to determine patterns and trends. For example, ICE may use analytical tools to determine the driving patterns and routes of travel of a suspect vehicle where a license plate number is known.

M. Auditing and Accountability.

1. When ICE personnel are accessing other LEA or commercial LPR databases, an audit log must be created that contains the following: (1) the identity of the ICE personnel conducting the query, (2) the license plate number entered as the query, (3) the data and time of the query, (4) the results of the query, (5) case or investigation number associated

with the query, and (6) the reasons for executing the query. Audit logs may be provided by the other LEA or commercial vendor. If not, ICE personnel must establish a method for manually tracking these items.

2. ICE personnel should review audit logs at least quarterly to ensure compliance with this guidance. Non-compliance, including inappropriate access and use, may be referred to the ICE Office of Professional Responsibility (OPR), when appropriate.

V. No Private Right of Action

This memorandum, which may be modified, rescinded, or superseded at any time without notice, is not intended to, does not, and may not be relied upon to create any right or benefit, substantive or procedural, enforceable at law by any party in any administrative, civil, or criminal matter. Likewise, no limitations are placed by this guidance on the other lawful enforcement or litigative prerogatives of ICE.

Issued by: [redacted]

Lyn M. Rahilly
Assistant Director
Office of Information Governance and Privacy

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Friday, February 23, 2018 10:09 AM
To: (b)(6);(b)(7)(C)
Subject: FW: License Plate Reader Guidance
Attachments: LPR Guidance (signed 12 27 2017).pdf

FYI

From (b)(6);(b)(7)(C) **On Behalf Of** Los Angeles Statistics and Taskings Unit
Sent: Friday, February 23, 2018 10:07 AM
To: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: License Plate Reader Guidance

To: **AFODs /(a)AFODs**

Subject: **License Plate Reader Guidance**

Please ensure that all officers receive this guidance and abide by all the rules of behavior.

Thank you,

(b)(6);(b)(7)(C)
Deportation Officer
U.S. Department of Homeland Security
Immigration and Customs Enforcement
Los Angeles Statistics and Taskings Unit
606 S. Olive Street, Suite 1900
Los Angeles, CA 90014
Office: 213-633(b)(6);(b)(
Cell: 213-200(b)(6);(b)(

From: (b)(6);(b)(7)(C) **On Behalf Of** Los Angeles Statistics and Taskings Unit
Sent: Thursday, February 22, 2018 4:48 PM
To: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: License Plate Reader Guidance

To: **AFODs**

Subject: **License Plate Reader Guidance**

Recently, Enforcement and Removal Operations (ERO) and Homeland Security Investigations (HSI) added License Plate Reader (LPR) database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system.

The ICE Office of Information Governance and Privacy (IGP) has issued the attached Privacy Guidance on Agency Access to and Use of LPR Data and Technology (a/k/a, LPR guidance). The purpose of this LPR guidance is to codify rules of behavior around previously-contemplated ICE uses of LPR data and technology. This guidance will serve on an interim basis until the publication of an ICE directive.

The LPR guidance is also available on the IGP Intranet site at
(b)(7)(E)

Thank you,

(b)(6);(b)(7)(C)

Deportation Officer
Department of Homeland Security/ICE/ERO
Los Angeles Statistics & Tasking Unit
606 S. Olive St. Suite (b)(6);(b)
Los Angeles, CA 90014
Office: (213) 633-(b)(6);(b)(7
Fax: (213) 633-4460

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, March 8, 2018 9:01 AM
To: (b)(6);(b)(7)(C)
Subject: FW: License Plate Reader Database access available through the CLEAR database on January 30, 2018

fyi

From: (b)(6);(b)(7)(C)
Sent: Tuesday, January 30, 2018 9:47 AM
To: #LOS Fug Ops
Subject: FW: License Plate Reader Database access available through the CLEAR database on January 30, 2018

Fyi!!

Sent with BlackBerry Work
(www.blackberry.com)

From: Los Angeles Statistics and Taskings Unit (b)(6);(b)(7)(C)
Date: Tuesday, Jan 30, 2018, 9:11 AM
To: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

To: **AFODs/(a)AFODs**

Subject: **License Plate Reader Database access available through the CLEAR database on January 30, 2018**

Enforcement and Removal Operations (ERO) has added License Plate Reader database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system.
All authorized ERO users who utilize the CLEAR system now have access to Vigilant Solutions commercial License Plate Reader data, housed in their Law Enforcement Archival & Reporting Network (LEARN).

The Vigilant Solutions License Plate Reader database stores vehicle license plate numbers that are recorded from cameras equipped with License Plate Reader technology from a variety of governmental and private sources. ICE does not contribute data to the commercial License Plate Reader database.

All ICE queries of this database service will be based on known license plate numbers. ICE users will not take any enforcement action against an individual based solely on the results of the query. Rather, ICE users will corroborate this information by querying other government systems to ensure that they have the most complete, accurate, and up-to-date information to generate leads.

It is anticipated that ICE users will be able to access LEARN via a link in the CLEAR system on Tuesday, January 30, 2018. Thomson Reuters Special Services (TRSS)/Vigilant will send emails to current users with their credentials along with user guides. An iPhone mobile application is forthcoming. Prior to logging into the system, the user must concur with the agency's permissible uses of the system and affirmatively consent to these rules before proceeding further.

Potential Questions:

Q: What is LEARN License Plate Recognition?

A: Access to LEARN via CLEAR will provide users with the information on individual license plates/vehicles to assist in investigations. Users will be able to see where a license plate has been within a specified timeframe.

Q: What's my user id and password?

A: Users will have a user name and password that is separate and distinct from his/her CLEAR password. Each user will receive an email from TRSS/Vigilant with credentials. Each user's username is generally the email he/she used to register with CLEAR. The temporary password will be P@ssword12345. Users MUST change this password upon first login. (Ex: username: Mickey.M.Mouse@ice.dhs.gov password: P@ssword12345)

Q: Where are my credentials? My colleague received hers already. Where are mine?

A: All credentials will be provided as soon as they are available and likely by the end of the week of January 29th. If credentials are not received by Monday, February 12th, please email (b)(6);(b)(7)(C) to troubleshoot.

Q:How do I login?

A: Users must log into LEARN via (b)(7)(E)

Q: How do I use the platform?

A: A user guide will be provided as soon as possible, but in the meantime, please attend a WebEx session. A list of available sessions will be sent with user credentials. Please register for a session. In addition, in-person sessions will be scheduled at the field offices throughout 2018.

For those that need access to CLEAR and LEARN, please request access from your local CLEAR administrator.

Thank you,

(b)(6);(b)(7)(C)
Deportation Officer
U.S. Department of Homeland Security
Immigration and Customs Enforcement
Los Angeles Statistics and Taskings Unit
606 S. Olive Street, Suite (b)(6);(b)(
Los Angeles, CA 90014
Office: 213-633-(b)(6);(
Cell: 213-200-(b)(6);(

(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C) on behalf of Los Angeles Statistics and Taskings Unit
Sent: Tuesday, March 20, 2018 4:45 PM
To: #ERO LOS ANGEL FLD OFC
Cc: (b)(6);(b)(7)(C)

Subject: CLEAR/LEARN Access

To: **All Los Angeles Field Office ERO Employees**

Subject: **CLEAR and License Plate Recognition via LEARN Access**

Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system is an investigative platform used by ERO personnel to work more efficiently and effectively as part of a their investigation, for example:

- Locate people, assets, businesses, affiliations, and other crucial facts;
- Make connections among individuals, incidents, activities, and locations;
- Visualize, detect, and analyze patterns and trends in offenses and offenders;

Vigilant Solutions Law Enforcement Archival Reporting Network (LEARN), which is accessed through CLEAR, will provide users with the information on license plate reader (LPR) data from individual license plates/vehicles to assist in investigations. Users will be able to see where a license plate has been within a specified timeframe.

TRAINING RESOURCES – WEBEX TRAINING for LEARN

Online training for these systems will be provided upon gaining access.

GUIDANCE

The ICE Office of Information Governance and Privacy (IGP) has issued the attached Privacy Guidance on Agency Access to and Use of LPR Data and Technology (a/k/a, LPR guidance). The purpose of this LPR guidance is to codify rules of behavior around previously-contemplated ICE uses of LPR data and technology. This guidance will serve on an interim basis until the publication of an ICE directive.

The LPR guidance is also available on the IGP Intranet site at
(b)(7)(E)

REQUESTING ACCESS

ERO employees may be granted CLEAR access in order to accomplish their duties and will be required to submit their request via their first line supervisor. The first line supervisor will review/concur with the employee's request for CLEAR access and submit the attached spreadsheet to SDDO (b)(6);(b)(7)(C) or SDDO (b)(6);(b)(7)(C) Los Angeles Field Office CLEAR Administrators.

In order to streamline account access and accountability for a Unit or Team, a **consolidated spreadsheet** from the respective supervisor is requested for their personnel. Access requests received directly from an employee will not be granted.

Please note, access to LEARN can only be granted after the user has been given access to CLEAR. Please follow the same procedure mentioned above to request LEARN.

If you have LEARN platform password questions/issues, please contac(b)(7)(E) (b)(6);(b)(7 for assistance.

Thank you,

(b)(6);(b)(7)(C)

Deportation Officer
Department of Homeland Security/ICE/ERO
Los Angeles Statistics & Tasking Unit
606 S. Olive St. Suite (b)(6);(b)
Los Angeles, CA 90014
Office: (213) 633-(b)(6);(
Fax: (213) 633-4460

(b)(6);(b)(7)(C)

From: Los Angeles Statistics and Taskings Unit
Sent: Wednesday, August 29, 2018 1:43 PM
To: #ERO LOS ANGEL FLD OFC
Subject: UPDATE: CLEAR/LEARN Access
Attachments: CLEAR Access.xlsx; LPR Guidance (signed 12 27 2017).pdf

To: **All Los Angeles Field Office Employees**

Subject: **UPDATE: CLEAR/LPR System**

The email below is being recirculated as a reminder that all account holders log in to CLEAR at least once every 120 days to avoid having their account deactivated. Below are recent updates.

- LRN-15659: 'Account Expiration' was added to all User Profiles. This requirement was added to continue CJIS compliance requirements. Accounts will be inactive if users have exceeded 120 days inactivity (default).
-
- LRN-15804: The ability of Locate Analysis to search by VIN number, filter by state(s), filter by Date Range, and Edit Locations was improved. Users can now enter a VIN number and cross reference the plate data to determine if a plate can be matched by VIN values. Second, Users can now define up to (5) states to filter Location results down in their initial query. Third, the ability to filter by specific Date Ranges that apply to a users search parameters and filter out detections and corresponding Location Scores based on Date Range.

ERO employees may be granted CLEAR access in order to accomplish their duties and will be required to submit their request via their first line supervisor. Please see the email below for more information regarding obtaining access.

Thank you,

(b)(6);(b)(7)(C)
SDDO
DHS/ICE/ERO
Los Angeles Field Office
(213) 633 (b)(6);(b)(7)(C) ffice
(213) 494 (b)(6);(b)(7)(C) cell

From: (b)(6);(b)(7)(C) A **On Behalf Of** Los Angeles Statistics and Taskings Unit
Sent: Tuesday, March 20, 2018 4:52 PM
To: #ERO LOS ANGEL FLD OFC (b)(7)(E)
Cc: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C) Marin, David A
(b)(6);(b)(7)(C)
Subject: CLEAR/LEARN Access

To: **All Los Angeles Field Office ERO Employees**

Subject: **CLEAR and License Plate Recognition via LEARN Access**

Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system is an investigative platform used by ERO personnel to work more efficiently and effectively as part of a their investigation, for example:

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- Visualize, detect, and analyze patterns and trends in offenses and offenders;

Vigilant Solutions Law Enforcement Archival Reporting Network (LEARN), which is accessed through CLEAR, will provide users with the information on license plate reader (LPR) data from individual license plates/vehicles to assist in investigations. Users will be able to see where a license plate has been within a specified timeframe.

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Online training for these systems will be provided upon gaining access.

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In order to streamline account access and accountability for a Unit or Team, a **consolidated spreadsheet** from the respective supervisor is requested for their personnel. Access requests received directly from an employee will not be granted.

Please note, access to LEARN can only be granted after the user has been given access to CLEAR. Please follow the same procedure mentioned above to request LEARN.

If you have LEARN platform password questions/issues, please contact (b)(7)(E) (b)(7)(E) for assistance.

Thank you,

(b)(6);(b)(7)(C)
Deportation Officer
U.S. Department of Homeland Security
Immigration and Customs Enforcement
Los Angeles Statistics and Taskings Unit
606 S. Olive Street, Suite (b)(6);(b)
Los Angeles, CA 90014
Office: 213-633-(b)(6);(b)(7
Cell: 213-200-(b)(6);(b)(7)(C

17-Aug	170,583,231
17-Sep	152,930,841
17-Oct	169,472,084
17-Nov	170,202,442
AVERAGE	**161,916,710 Records/Month**

Requirement: The LPR data service shall make available at least 30 million new unique LPR data records each month.

Response: Vigilant's commercial database currently adds an average of 150-200 million unique records each month.

Requirement: The vendor shall have a history of at least five (5) years of providing similar LPR data services and/or products to law enforcement agencies.

Response: Vigilant Solutions, formerly Vigilant Video, was incorporated in 2005 and began selling LPR hardware and software in the public safety market shortly thereafter. Thomson Reuters has been providing CLEAR to DHS and other law enforcement agencies since 2008, and members of the federal client management team have provided CLEAR or CLEAR's predecessor product even earlier, including to DHS since the agency's inception.

Requirement: The vendor shall already be providing similar services to other law enforcement agency customers.

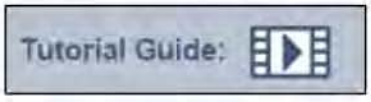
Response: Thomson Reuters currently provides online investigative research resources to agencies across the US Government and collectively to thousands of customers at all levels of government and level enforcement. Similarly, Vigilant provides an array of products and services to law enforcement customers across the US.

USER MANAGEMENT AND SUPPORT

The vendor shall provide:

Requirement: Written instructions and guidance to facilitate use of system.

Response: CLEAR resources will be available to guide access to the LPR feature via CLEAR. Additionally, Vigilant will provide Agency Manager and System User Manuals. An electronic copy in PDF format will be provided by email to the DHS project manager, as well as on CD. Besides written instruction, the LEARN software will have "Tutorial Guide" icon within the interface that will open a browser window and direct the user to a short YouTube video illustrating how to perform the specific feature. Below is a representation of the icon.



(b)(6);(b)(7)(C)

From: (b)(6);(b)(7)(C)
Sent: Thursday, February 8, 2018 6:35 AM
To: (b)(6);(b)(7)(C)
Subject: LPR access via CLEAR - it's a go!
Attachments: QUICK REFERENCE CARD LEARN PASSWORD ADMINISTRATION.pdf; LEARN access Training Resources - Make Vital Vehicle Connections To Accelerate Your Investigations .oft
Signed By: (b)(6);(b)(7)(C)

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Blue Category

Dear CLEAR/LEARN administrators-
We have received permission to begin emailing credentials and will likely do so later today and throughout the day tomorrow. All users who have used CLEAR in the past 6 months will automatically receive credentials from me. **Our goal is to deliver all credentials by Friday, February 9th.** If you are asked to create credentials for users, please follow the attached guide. Please note users must have approval to access CLEAR in order to access LEARN.

Please join me at a session for administrators at 4pm today (Click here to register - (b)(7)(E) This will be substantively the same as Tuesday's session, so there is no need to register for both unless you'd like to attend both. This will focus primarily on password generation, not the LEARN platform.

The LEARN password creation process will mirror the CLEAR password creation process in that if a user contacts Thomson Reuters directly, he will be directed to the SAC/AOR password administrator. No credentials will be generated without DHS approval.

Text to send to new users created by you – after initial password creation (also included in attached OFT):

Welcome to the newest addition to CLEAR - License Plate Recognition via LEARN

You NOW have access to license plate recognition capabilities within CLEAR for use as part of an investigation or evaluation.

To log in, follow the steps below:

(b)(7)(E)

This temporary password must be reset upon login.

If you have LEARN platform password questions/issues, please contact (b)(7)(E) **for assistance.**

Relying on CLEAR's collection of public and proprietary records on people, assets, businesses, affiliations and other critical information, in combination with Vigilant' s commercial LPR database of more than 6 billion vehicle detections, DHS will now have a potent new solution in CLEAR LPR to augment investigations.

License Plate Recognition offers a live gateway of Vigilant commercial license plate data to determine vehicle locations from within the LEARN platform.
In addition, the search offers an individual vehicle search by License Plate so you can search for more information.

TRAINING RESOURCES – WEBEX TRAINING AVAILABLE
Join us for a brief introduction to the LEARN platform. Click on the links below to register and receive an email with a link to the WebEx meeting. Registration is required, but there is no need to register for more than one session. There is a 500 attendee maximum per session; if a listed session is shown as full, please select another session to attend.

Day	Date	Time (all times ET)	Registration Required - click link to register
Friday	2/9/2018	8:00 AM	2/9/18 8:00AM
Friday	2/9/2018	10:00 AM	2/9/18 10:00AM
Friday	2/9/2018	1:30 PM	2/9/18 1:30PM
Friday	2/9/2018	3:00 PM	2/9/18 3:00PM
Monday	2/12/2018	12:00 NOON	2/12/18 12 NOON
Monday	2/12/2018	3:00 PM	2/12/18 3:00PM
Tuesday	2/13/2018	9:00 AM	2/13/18 9:00AM
Tuesday	2/13/2018	11:00 AM	2/13/18 11:00AM
Tuesday	2/13/2018	1:00 PM	2/13/18 1:00PM
Thursday	2/15/2018	8:30 AM	2/15/18 8:30AM
Thursday	2/15/2018	10:00 AM	2/15/18 10:00AM
Thursday	2/15/2018	1:30 PM	2/15/18 1:30PM
Thursday	2/15/2018	4:00 PM	2/15/18 4:00PM
Friday	2/16/2018	8:00 AM	2/16/18 8:00AM
Friday	2/16/2018	10:30 AM	2/16/18 10:30AM
Friday	2/16/2018	12:30 PM	2/16/18 12:30PM
Friday	2/16/2018	3:00 PM	2/16/18 3:00PM

Future training – There will be WebEx's available throughout the month of February, as well as on the 1st and 3rd Thursday of every month starting March 1st (b)(7)(E) There will also be in person sessions at locations across the country throughout the year.

User Guide: A user guide will be available by the end of February. If not received by that time, please email (b)(6);(b)(7)(C) for the latest user guide.

If you have any additional questions, please do not hesitate to contact me.

To: **AFODs/(a)AFODs**

Subject: **License Plate Reader Database access available through the CLEAR database on January 30, 2018**

Enforcement and Removal Operations (ERO) has added License Plate Reader database access to the Thomson Reuters Consolidated Lead Evaluation and Reporting (CLEAR) system. All authorized ERO users who utilize the CLEAR system now have access to Vigilant Solutions commercial License Plate Reader data, housed in their Law Enforcement Archival & Reporting Network (LEARN).

The Vigilant Solutions License Plate Reader database stores vehicle license plate numbers that are recorded from cameras equipped with License Plate Reader technology from a variety of governmental and private sources. ICE does not contribute data to the commercial License Plate Reader database.

All ICE queries of this database service will be based on known license plate numbers. ICE users will not take any enforcement action against an individual based solely on the results of the query. Rather, ICE users will corroborate this information by querying other government systems to ensure that they have the most complete, accurate, and up-to-date information to generate leads.

It is anticipated that ICE users will be able to access LEARN via a link in the CLEAR system on Tuesday, January 30, 2018. Thomson Reuters Special Services (TRSS)/Vigilant will send emails to current users with their credentials along with user guides. An iPhone mobile application is forthcoming. Prior to logging into the system, the user must concur with the agency's permissible uses of the system and affirmatively consent to these rules before proceeding further.

Potential Questions:

Q: What is LEARN License Plate Recognition?

A: Access to LEARN via CLEAR will provide users with the information on individual license plates/vehicles to assist in investigations. Users will be able to see where a license plate has been within a specified timeframe.

Q: What's my user id and password?

A: Users will have a user name and password that is separate and distinct from his/her CLEAR password. Each user will receive an email from TRSS/Vigilant with credentials. Each user's username is generally the email he/she used to register with CLEAR. The temporary password will be P@ssword12345. Users MUST change this password upon first login. (Ex: username: Mickey.M.Mouse@ice.dhs.gov password: P@ssword12345)

Q: Where are my credentials? My colleague received hers already. Where are mine?

A: All credentials will be provided as soon as they are available and likely by the end of the week of January 29th. If credentials are not received by Monday, February 12th, please email (b)(6);(b)(7)(C) o troubleshoot.

Q:How do I login?
A: Users must log into LEARN via (b)(7)(E)

Q: How do I use the platform?
A: A user guide will be provided as soon as possible, but in the meantime, please attend a WebEx session. A list of available sessions will be sent with user credentials. Please register for a session. In addition, in-person sessions will be scheduled at the field offices throughout 2018.

For those that need access to CLEAR and LEARN, please request access from your local CLEAR administrator.

From: (b)(6);(b)(7)(C)
To:
Cc:
Subject: FW: License Plate Reader Database access available through the CLEAR database on January 30, 2018
Date: Tuesday, January 30, 2018 1:00:51 PM

FYI

(b)(6);(b)(7)(C)
Assistant Field Office Director
Non-Detained/ATD/OSUP units
300 N. Los Angeles ST, Room (b)(6);(b)(7)(C)
Los Angeles, CA 90012
(213) 830-(b)(6);(

From: (b)(6);(b)(7)(C) A **On Behalf Of** Los Angeles Statistics and Taskings Unit
Sent: Tuesday, January 30, 2018 9:11 AM
To: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Cc: (b)(6);(b)(7)(C)
(b)(6);(b)(7)(C)
Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

To: AFODs/(a)AFODs

Subject: License Plate Reader Database access available through the CLEAR database on January 30, 2018

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For those that need access to CLEAR and LEARN, please request access from your local CLEAR administrator.

Thank you,

(b)(6);(b)(7)(C)
Deportation Officer
U.S. Department of Homeland Security
Immigration and Customs Enforcement
Los Angeles Statistics and Taskings Unit
606 S. Olive Street, Suite (b)(6);(b)
Los Angeles, CA 90014
Office: 213-633-(b)(6);(b
Cell: 213-200-(b)(6);(b)(

This document provides a tutorial of all the components included in the LEARN 5.1 Agency Manager software. The use of diagrams and steps are used to explain how to best utilize the LEARN software. LEARN stands for 'Law Enforcement Archival Reporting Network', and the software is intended to allow Law Enforcement a tool for management and investigative use of LPR data.

LEARN 5.1

Agency Manager Guide



Vigilant Solutions Inc.

Table of Contents

My Profile **4**

Agency Management **5**

My Agency 5

Mobile Camera Systems 8

Viewing Mobile Camera Systems 8

Configuring CarDetector Mobile Profile 10

Fixed Camera Systems 15

Viewing Fixed Camera Systems 15

Configuring CarDetector Fixed Systems 15

CarDetector Updates 24

User Management **26**

Add New User 26

LPR System Use 27

Assign User Geo-Zone 27

Console Access 28

MAS Access 29

User Permissions - Detections 29

User Permissions - Hits 30

User Permissions – Hot-Lists 33

Search / Modify Users 34

Hot-List Management **36**

Upload Hot-List 36

Add Hot Plate 36

Manual Hot-List 39

Auto Hot-List 41

Hot-List Templates 45

Create / Edit Templates 45

View Templates 48

Search Records 49

Search Files 54

Make Base Hot-List 58

2018-ICLI-00035 1664

Data Sharing **59**
Detection Sharing 59
Hot-List Sharing 60
Data Sharing Map 61
Mapping Tools **63**
Mapping Alert Service (MAS) 63
MAS Configuration 64
MAS Configuration – Hot-Lists 64
MAS Configuration – Alerts 64
MAS Configuration – Icons 65
Search Criteria 66
Searching 68
Reporting 70
Density Map 74
Search Criteria 74
Searching 74
Reporting 76
Dashboard **78**
Activity Search 78
Filters 78
Pie Charts 79
Bar Graphs 82
Data View 86
Scheduled Reports 89
Auditing **90**
Query Viewed Records 90
Track All Transactions 92
Other Functions **94**
Contact Manager(s) 94
Contact Vigilant **96**
Vigilant Solutions Support 96
Vigilant Solutions Sales 96

2018-ICLI-00035 1665

Vigilant Solutions Private Data Subscriptions 96

2018-ICLI-00035 1666

My Profile



Agency Managers have the option to edit their information within the 'My Profile' section. Agency Managers are able to enable a copy of Email notifications for all 'Hits' generated by user accounts. Agency Managers are able to change their password within the 'My Profile' section. Also, Agency Managers are capable of removing their Contact Info from the 'Data Sharing Map'. For more information on the Data Sharing Map, you may advance to the 'Data Sharing' portion. After making any changes, select 'Update' and 'Close' to bring back to Main landing page.

(b)(7)(E)

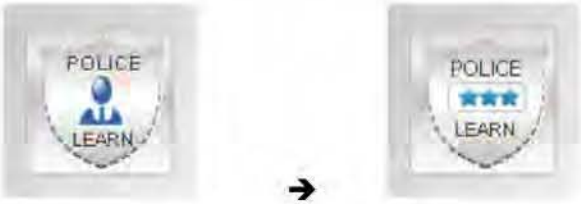
Agency Managers are able to create a new 'User' Account from the 'Create Account' button while keeping the contact information from the Agency Manager account. The Agency Manager will be prompted to input the 'Username' and 'Password' for the new user. The Password button allows for password change for Agency Managers and Users (with appropriate privileges).

Best practices: It is common to use <firstinitial><lastname> or <firstname><lastname> for the 'Username'.

(b)(7)(E)

Agency Management

My Agency



(b)(7)(E)

Best Practices: Data retention should be set according to agency policy and/or local legislation. In the absence of such, and if indefinite retention is not desired, a best practice is 5 years (1,825 days) to cover statutes of limitations for most Part I Major Crimes. Note that even if an Agency shares to NVLS (see 'Detection Sharing by Agency' that the data still belongs to the Agency and is still governed by the Agency's Data Retention Policy.



When an Agency Manager chooses to 'Create' another Agency Manager, they will need to include all mandatory fields (Username, Password, Name, Address, City, Zip, Phone, Email).

Best Practices: It is common to use am_<firstinitial><lastname> or <firstname><lastname> for the Agency Manger 'Username' (Example: am_johndoe).



Also, within the 'My Agency' section, the 'Agency Manager' can set a 'Geographic Zoning' area. Agency Managers can draw a Agency-Limiting zone using a polygon drawing tool. This zone prevents the view of any detections/hits outside of the zone to the Agency Users. This is not required if no geographic restrictions are desired. First, select '[x] Current Status: Not in Use. Then, select 'Draw Geo-Zone' to use the polygon drawing tool.

(b)(7)(E)

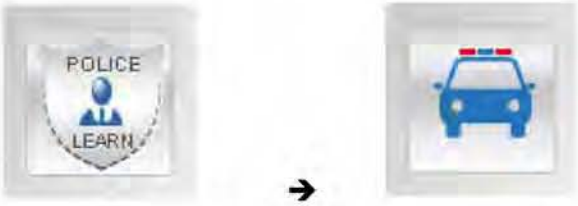
(b)(7)(E)

(b)(7)(E)

The 'Private Data Subscription Period Dashboard' allows the ability to review your subscription periods of Private Data assigned to your agency. Within this feature, you may view the total Subscription Period remaining and Credits consumed as it relates to Private Data.

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Mobile Camera Systems



Viewing Mobile Camera Systems

As an Agency Manager, you are capable of viewing, creating, editing, and deleting Systems for CarDetector. (b)(7)(E)

(b)(7)(E)

(b)(7)(E)

(b)(7)(E) Traditional page navigation is used in the case of having more than (15) systems within the Agency.

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(b)(7)(E)

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Something that is unique and defining is recommended. '**Location**' is not a required field, but can be useful when dealing with multiple locations. The '**Setting Profile**' allows you choose the default profile or from custom made profiles. You can start with 'CDMS Default' profile and alter at a later time. To delete a System, simply highlight the desired system select '**Delete**'. You will be prompted to confirm.

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Configuring CarDetector Mobile Profile

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2018-ICLI-00035 1673

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(b)(7)(E)

(b)(7)(E)

'**Alert Condition Matrix**' controls conditions that will alert the user. It is composed of four options: 'Plate 1', 'Plate 1 and 2', 'Exact Match', and '1 off Match'. '**Plate 1**' matching will only alert the user when there is a match (Detection = Hot-Plate) on the first attempted *Optical Character Recognition (OCR)*. For captured images, we can have multiple scans for character recognition. Thus, we offer '**Plate 1 and 2**' matching to allow for multiple OCR attempts on same capture. We have found that having two scans of the image can increase the chance of a match. If there are many misreads associated with similar characters (Example: 8 vs. B, O vs. Q), this feature can be useful (b)(7)(E)

(b)(7)(E)

'**Exact Match**' does exactly as it is labeled. It will alert the user when there is an exact match between the 'Detection' and 'Hot-Plate' record. If one or more characters do not match, the user will not be alerted. This selection is useful when accuracy is desired in alerts. We offer '**1 off Match**' when you wish for users to be alerted in the case of the Hot-Plate record being one character different from the Plate read. This can be useful when there is a small Hot-List or when there are a large number of plates that are always one character wrong. For example: A plate is scanned with "A8C123", and the Hot-Plate is "ABC123". Since the scanned plate was one character off, an alert would still notify the user. In the case of being two characters off, no alert would appear. (b)(7)(E)

(b)(7)(E)

The '**Disable Add Plate Utility**' feature is capable of locking the CarDetector Mobile System down from allowing users to add plates from the client. This can effectively prevent any and all hotlists from being installed on the system when combined with User Permissions. Thus, allowing full control over hotlists residing on the CarDetector system and ensuring no alerts are generated Ad Hoc. The '**Ignore Out-of-State Alerts**' feature allows for users to only be alerted if a Hot-Plate has a correct State ID associated with the location of the capture. For example: A Hot-Plate may have the State 'CA', but the GPS of the capture shows 'NV'. If this feature is selected, no alert will be made. (b)(7)(E)

(b)(7)(E)



The '**Alert Control**' options allow how the user is notified. This can be done in a number of ways. First, '**Sound Audio Alert**' will notify users via a sound alert using the '**Exact Match**' and/or '**1 off Match**' sound files that can be configured to the right of selection. Likewise, the '**Detection**' sound file can be configured for Audio alert. The '**Trigger Popup Window**' allows users to be notified with an Alert screen







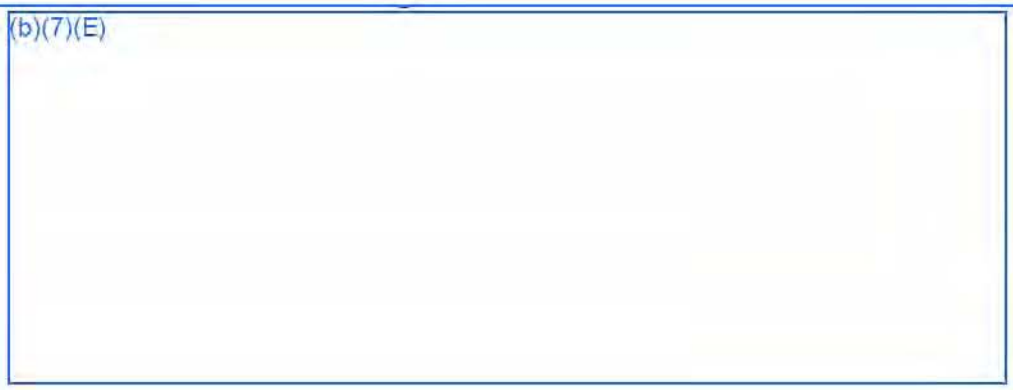


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(b)(7)(E)



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(b)(7)(E)



(b)(7)(E)



(b)(7)(E)



The '**Database**' tab will show 'Credentials', 'Connection' and 'LPR Data Storage' options. The '**Credentials**' for the local CarDetector database are not currently configurable at this time. The '**Connection**' is not currently remotely configurable for 'Host Name' or 'Port'. The '**Schema**' can be altered to specify a new database name. (b)(7)(E)

(b)(7)(E)



(b)(7)(E) Records that are older than the specified retention policy will be purged from CarDetector. This is acceptable as all detections should be uploading to LEARN for archival purposes. The minimum is 1 day and the maximum is 719 days.

This completes the System Profile setup and you will want to select '**Save**' to store the profile and to propagate to the selected systems. Note: any changes made at the CarDetector client will create a 'Custom' profile which can be edited and saved as a new Profile too.

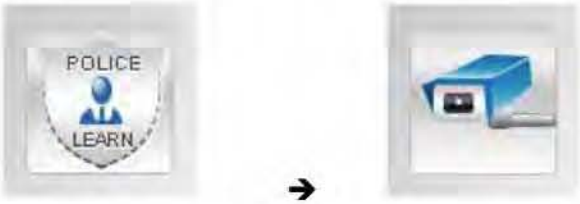
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Fixed Camera Systems



Viewing Fixed Camera Systems

As an Agency Manager, you are capable of viewing, creating, editing, and deleting Fixed Systems for CarDetector. When viewing the Fixed System(s), you may select '**System Name**' or '**# of Cameras**' to filter through different Systems. (b)(7)(E)

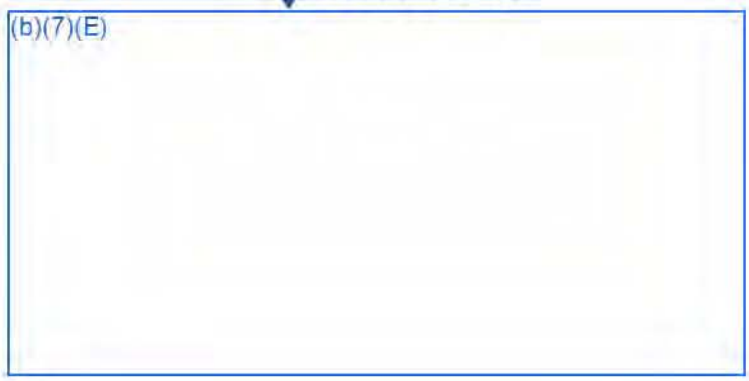
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Configuring CarDetector Fixed Systems

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(b)(7)(E)



(b)(7)(E)

Thus, we offer '**Plate 1 and 2**' matching to allow for multiple OCR attempts on same capture. We have found that having two scans of the image can increase the chance of a match. If there are many misreads associated with similar characters (Example: 8 vs. B, O vs. Q), this feature can be useful. However, there is also an increase of false-positive matches associated with selecting 'Plate 1 and 2'. Therefore we recommend 'Plate 1' as the default in most situations unless the Hot-List is small or the plates are harder to read OCR.

'**Exact Match**' does exactly as it is labeled. It will alert the user when there is an exact match between the 'Detection' and 'Hot-Plate' record. If one or more characters do not match, the user will not be alerted. This selection is useful when accuracy is desired in alerts. We offer '**1 off Match**' when you wish for users to be alerted in the case of the Hot-Plate record being one character different from the Plate read. This can be useful when there is a small Hot-List or when there are a large number of plates that are always one character wrong. For example: A plate is scanned with "A8C123", and the Hot-Plate is "ABC123". Since the scanned plate was one character off, an alert would still notify the user. In the case

(b)(7)(E)

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(b)(7)(E)

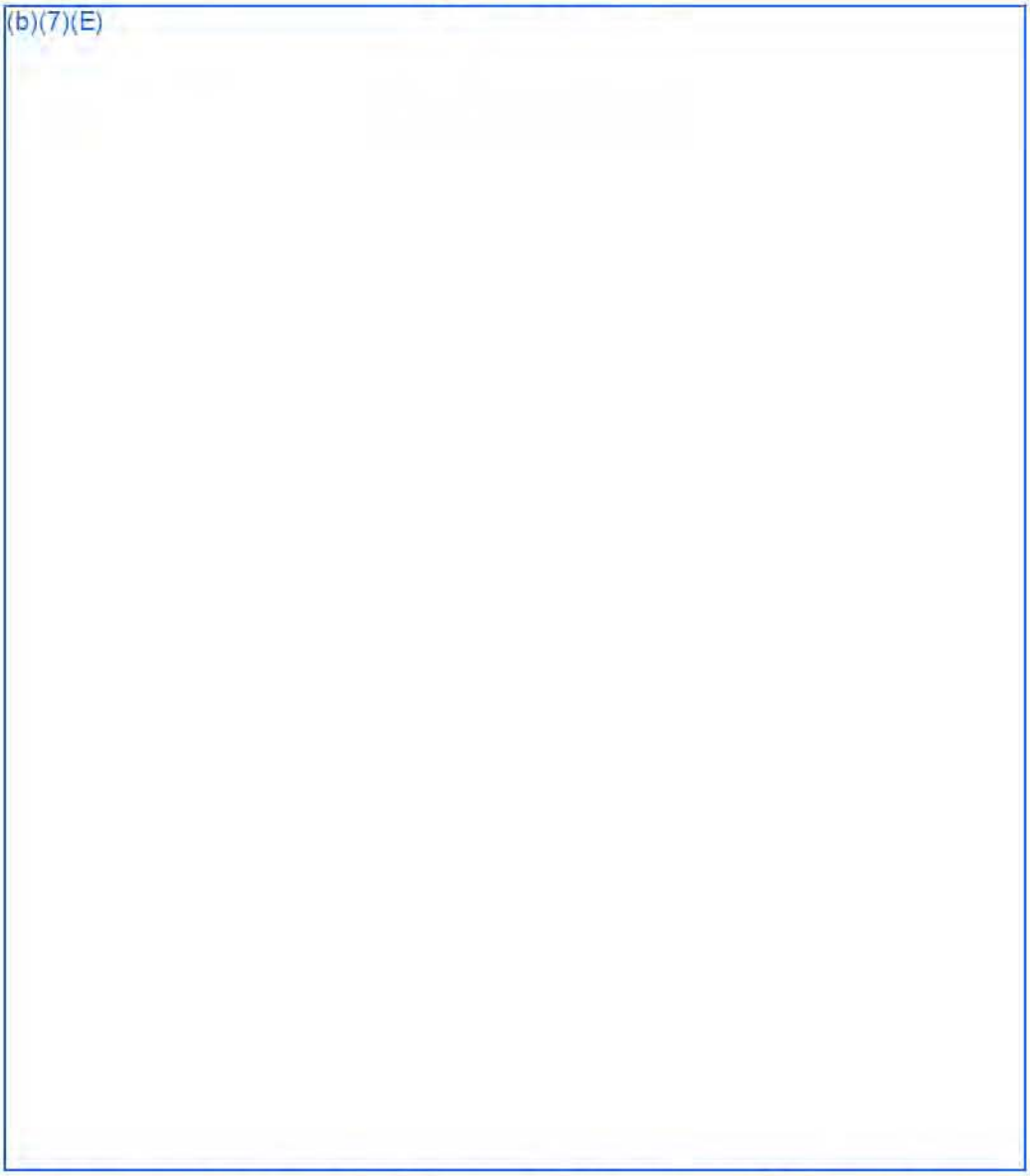
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(b)(7)(E)



Also, there is an ability to send email notification to select users when a hit is generated on the Alert by selecting '**Auto Send Email**'. This is done via the Email List pop-up which allows the creation of specific users to be notified directly from CDFS when the SMTP configuration is setup.(b)(7)(E)

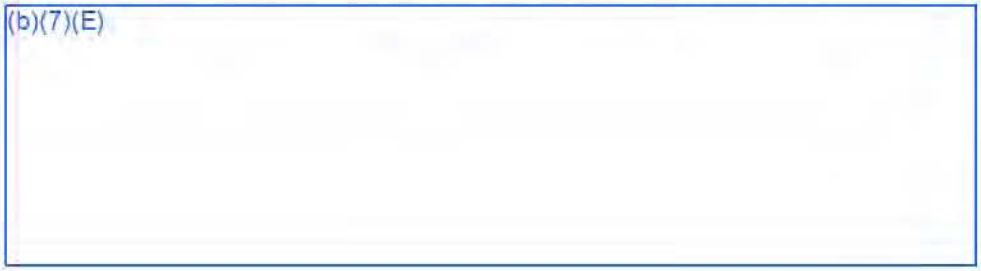
(b)(7)(E)



2018-ICLI-00035 1683



When configuring '**Custom Alert Fields**', you will be presented with up to (6) fields to customize in LEARN and viewable in CDFS. When a hotlist is loaded, users are capable of uploading up to (6) custom points of data. These titles will override the LEARN titles generated with LEARN templates and display them as their custom names. Likewise, if you wish to hide specific custom fields, simply uncheck the field that applies to column you wish to suppress, and CDFS will suppress this data.





2018-ICLI-00035 1684



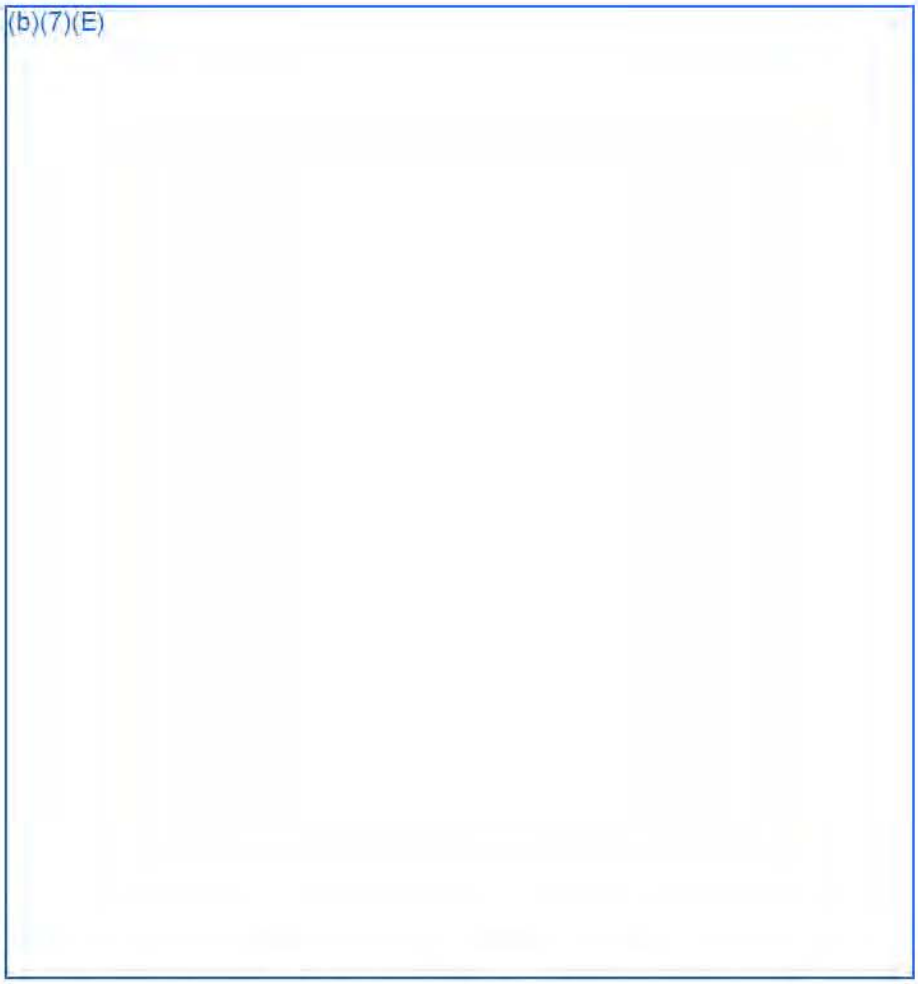
The '**Cameras**' tab allows Agency Mangagers to Modify Camera settings, Activate, Deactivate, and View the current configuration. Within '**DSP and Camera Management**', you will find the 'Camera Name', 'Camera Group', 'Host Name', 'Channel', 'Description', 'Access / Direction', 'Geo Tag' flag, 'Firmware Version', and 'Status'(b)(7)(E)

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When using the 'Camera Location' configuration tool to input GPS coordinates, you will be presented

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CarDetector Updates



When setting up '**CarDetector Updates**', we are able to filter by 'System Type' and 'Hardware Platform'. Within the table, you will see the 'System Name', 'Last Update', 'Current Version', and whether the System is 'Current'. The 'Hardware Platform' allows the user to choose between the different DSPs available [Condor, RavenM]. To upgrade, you will want to create a checkbox next to each system

desired and 'Upgrade to Version'. The '**Upgrade to Version**' will be pre-populated with upgrade versions that are available on the LEARN server. For assistance with deploying an upgrade, please contact your LEARN Administrator.

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(b)(7)(E)

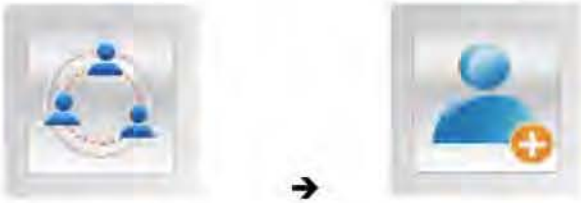
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2018-ICLI-00035 1688

User Management

Add New User



When you create a new 'User', you will be required to enter all the required fields (**Username, Password, Name, Address, City, State, Zip, Phone, and Email**). You can add more user information as desired (*Badge, Mobile, and Description*). You are able to pre-populate the User address with the Agency address by using the 'Use existing Agency Address' option. An Agency Manager may also allow the right for the User to change their Password underneath their 'My Profile' section by checking 'Allow Password Change'. The last option you can give to users is the option to control their own Alert Management. This means they can control what alerts they receive for Emails, Target Alert Service (TAS), and/or Mobile Companion (MC).

(b)(7)(E)

*Note: When creating the User Information, be aware that it cannot include the following special characters [\ / * ? : ' \| " % < >]. Also, it must meet not exceed (40) characters in length. You will see the following notice if the User Information does not meet the requirements.*

(b)(7)(E)

LPR System Use

If the User will be using a LPR (License Plate Recognition) System, we can set the '**LPR System Use**'. The

(b)(7)(E)

For a '***CDFS Operator***', they can only use the 'CarDetector Fixed' application, and cannot 'Add Cameras', 'Change System Configurations', 'Add CDFS Client Hot-Lists', nor 'Alter Reports or Data Views'. For a '***CDFS Admin***', they can only use the 'CarDetector Fixed' application, but are capable of using all features of the CDFS software.

For a '***CDMS Operator***', they can only use the 'CarDetector Mobile' application, and cannot select the 'Setup' menu within CDMS which controls the System Configuration. For a '***CDMS Admin***', they can only use the 'CarDetector Mobile' application, but are capable of using all features of the CDMS software.

(b)(7)(E)

Assign User Geo-Zone

The Agency Manager can assign a '**User Geo-Zone**' to a specific User by selecting the 'Assign Zone' box and creating a polygon zone. Similar to the 'Agency Geographic Zoning', this will limit what detections can be seen by the user within LEARN. An example case scenario is when a User is assigned a Precinct or District and the User does not desire Agency-Wide hit notices outside their Precinct. This is not required is no geographic restrictions are desired at the user level.

(b)(7)(E)

Console Access

The Agency Manager can also set '**Console Access**' settings that will be applied to the User when they login to LEARN. The 'Dashboards' utility allows for the Viewing and Scheduled Reporting of System statistics. (b)(7)(E)

(b)(7)(E)

Before a user can print off or export reports from LEARN, they must be given the '**Reporting**' feature.

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2018-ICLI-00035 1691

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MAS Access

When setting up a LEARN user, the Agency Manager has the option to limit their MAS (Mapping Alert Service) utility. These options are not typically used. The Agency Manager can create a '**MAS Only**' account. Once logged into LEARN, the User will only be presented with 'Hot-List', 'Hit-List', and 'MAS' tabs. This will also remove the ability to login to a CarDetector System. Another way to limit a User's MAS data is to limit how far back in history they can search via the '**Limit History**' option. The default is set to ALL, but when set to a specific time period, the User will only be able to query within the limits set.



User Permissions - Detections

Agency Managers are able to set the '**Detections**' (LPR data scan access) and limit the **View** of detections available. You can think of detections as a data pool of scans. You have your 'User' pool,

2018-ICLI-00035 1692

'Agency' Pool, 'Private Data' Pool, and 'Shared' Pool. All users have the ability to see and edit their own scans (aka User pool) and the scans from other Users within their Agency (aka Agency pool). We can limit this ability by unchecking the option to View the Agency scans or unchecking their scans.

More common, we uncheck the ability to '**Edit**' the Agency scans or their own scans. If 'Private Data' access is given to the Agency, the Agency Manager has the ability to limit the view. For example, an Agency may want to have Detectives use Private data, but Patrol Officers may only be concerned with Hot-List information. Thus, you can alter based upon the type of user. Please talk with your Sales Associate for more information on 'Private Data' access.

Lastly, as described above, Agencies can 'Share' data between other Agencies (see 'Detection Sharing by Agency'). Once an Agency has shared their Detection data, each User will need to be setup to receive this data within their **User Permissions**. The Agency Manager can 'Modify' (Add) individual Agencies or ALL Agencies. Likewise, they can be removed as need.

The Agency Manager also has the ability to 'Hide Detection tab' from the user in the case of a 'MAS Only' user.

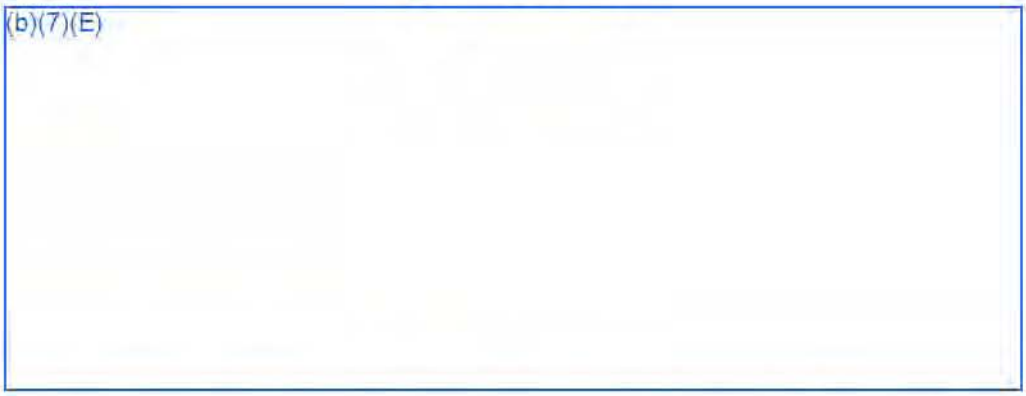


User Permissions - Hits

Agency Managers are able to set the '**Hits**' (Hot-List – Detection matches) and limit the **View** of hits available. You can think of hits as a data pool where detections and hot-list intersect. You have your '**User**' pool, '**Agency**' Pool, and '**Shared**' Pool. These data pools are based upon the Hot-List access. We limit the hits within Hit Views by limiting the Hot-List pool that we have access to. We can limit this ability by unchecking the option to 'View' the User, Agency, or Shared Hot-Lists. Like with detections, the Agency Manager is able to Modify/Remove Hot-Lists shared by Agencies.

The Agency Manager also has the ability to control the Alerts received, by setting the '**Get Alerts**' option. There are a total of (4) alerts available TAS (Target Alert System), E-mail, Mobile Companion, and Mobile Hit-Hunter. These (4) alerts can be turned on and off for a User Hotlist, an Agency Hotlist, or a Shared Hot-List. When selecting 'Shared' data, the Agency Manager will want to select from their list of available shared Agencies.

2018-ICLI-00035 1693



System Users are able to configure their 'Alert Management' options if allowed by their Agency Manager. Likewise, Agency Managers can set the Alert Management by selecting '**Configure**'. There are







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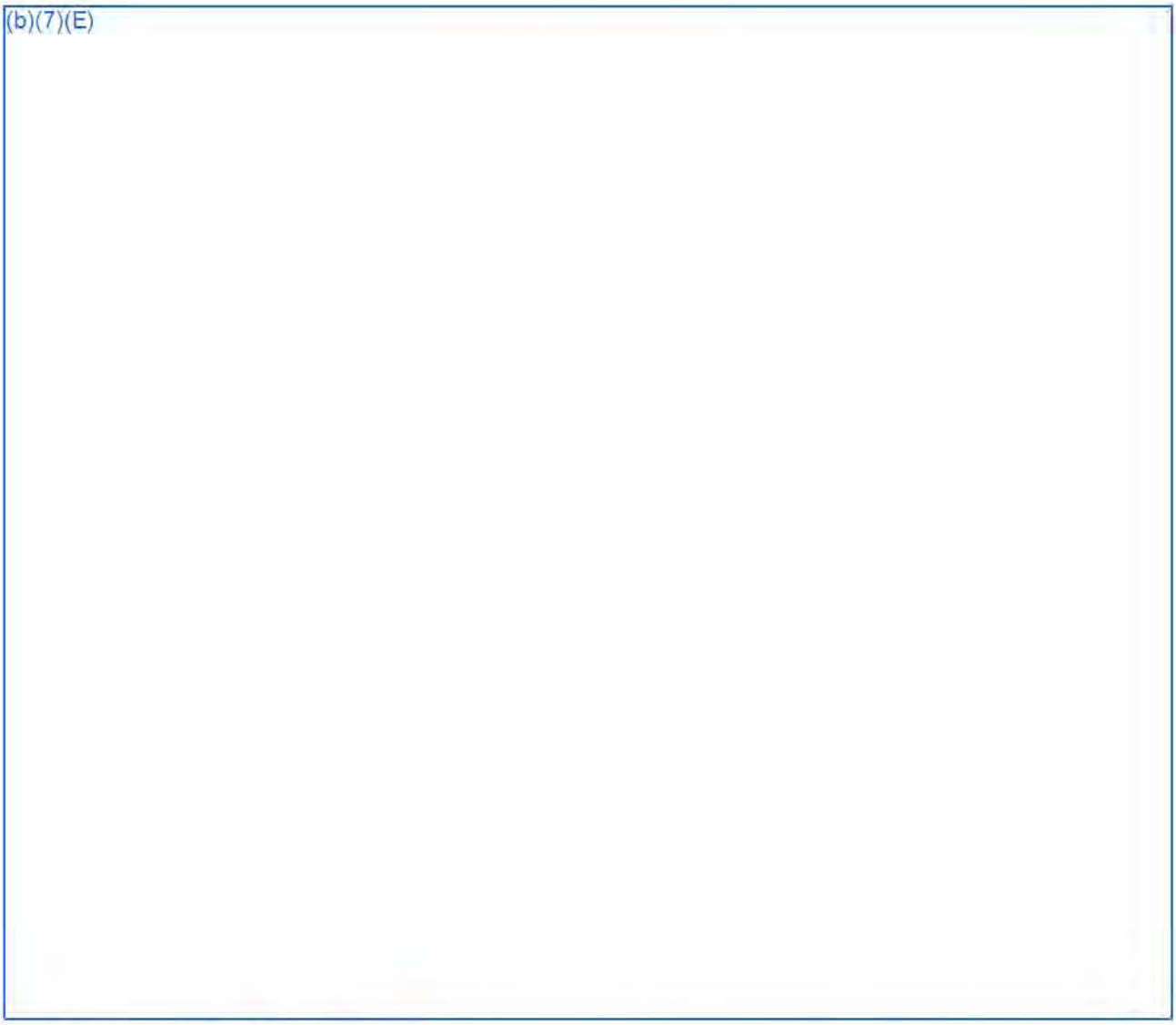


The final section for 'Alert Management' is the option to filter by '**Geographic Zoning**'. This allows users to define the exact perimeter that they will be notified for.(b)(7)(E)

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User Permissions – Hot-Lists

Agency Managers are able to set the '**Hot-List Management**' and limit the '**View**' and ability to '**Upload**' to each user. You can think of Hot-Lists as a data pool and Agency Manager can allow access to View or 'Add' that data pool. You have your '**User**' hot-list pool, '**Agency**' hot-list pool, and '**Shared**' hot-list pool. These data pools are based upon the Hot-Lists that have been assigned to the user. Users are able to load an Agency-Wide Hot-List that distributes to all users within that agency with given the 'Upload' option for Agency hot-lists. When given the permission to 'Upload' option for Users, the System User can add hotlist to individual users within the Agency. In terms of Views, we can give access to these hot-lists that have been assigned, including Shared hot-lists from other agencies. If we select 'Shared' Hot-List, the Agency Manager will want to select an Agency that is sharing a Hot-List with the Agency. Users are only able to **Edit** Hot-Lists within their User and Agency data pools. Shared data pools are not editable.

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Search / Modify Users

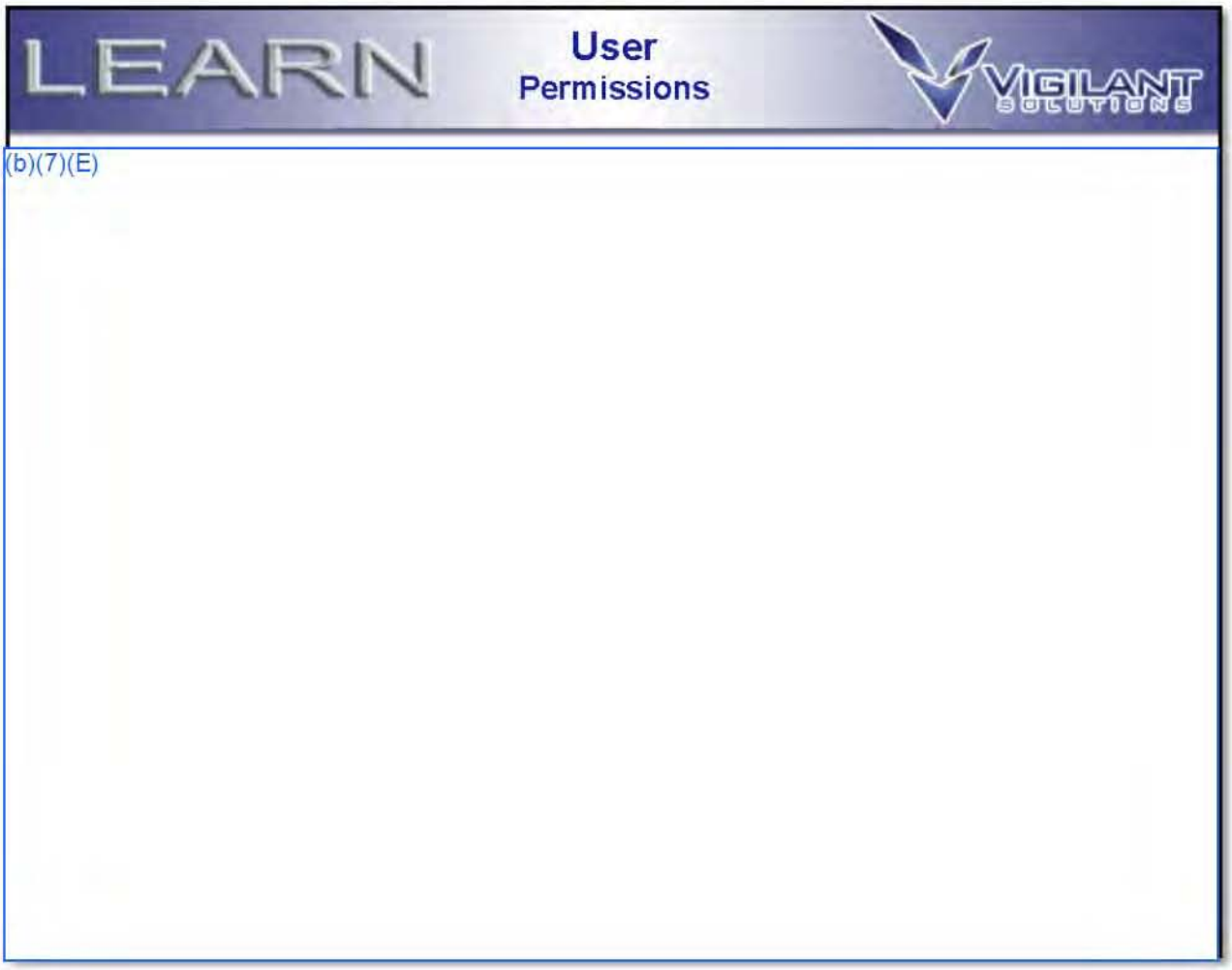



To '**Search and Modify Users**', LEARN has dropdown boxes to select the specific user. If the user has multiple users, you may search by Name or Email address.

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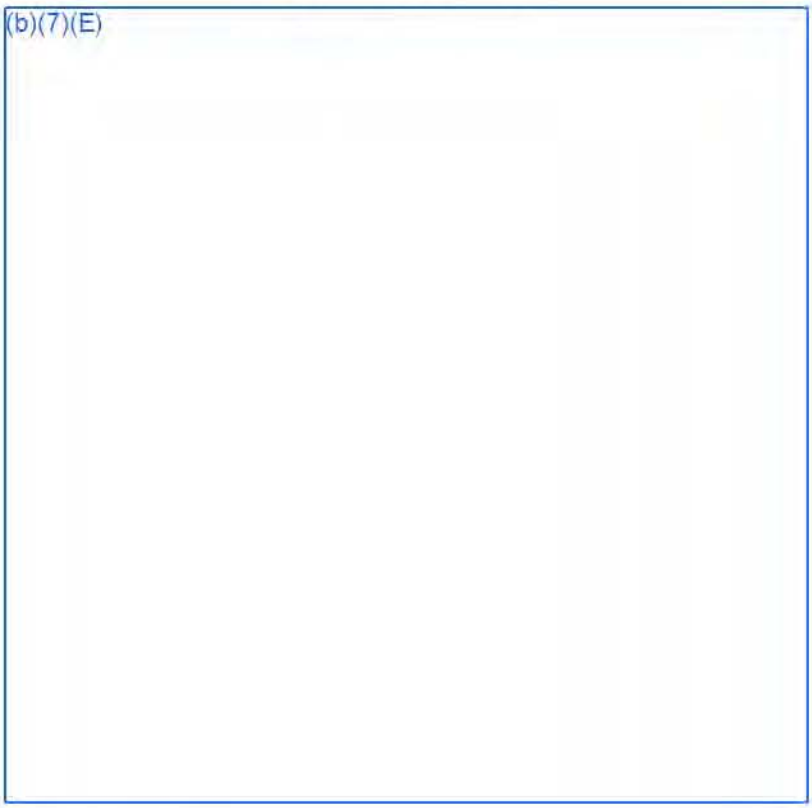
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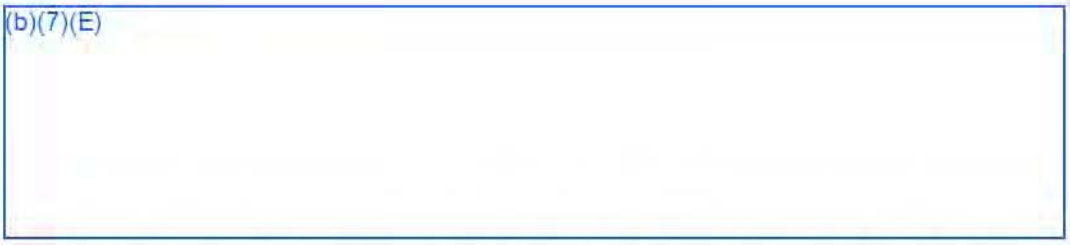
2018-ICLI-00035 1698



Hot-List Management

Upload Hot-List

Add Hot Plate



Agency Managers have the ability to add a single Hot-Plate Agency-Wide or to select Users. We first start by '**Enter Hot Plate Information'**. We have (3) mandatory fields when entering a Hot-Plate (Hot Plate - license plate number, State, and Alert – offence). The Agency Manager is able to add more '**Alerts**' as needed. We then can add to these (3) required fields by inputting (Owner, Make, Model, Year, and VIN).











There are two options when assigning a '**Distribution**' of a Hot Plate to a Hot-list data pool. First, we are able to assign to 'All Agency Users'. This option will add to the Agency-Wide Hot-List data pool. The second option is to distribute to 'Select Users'. This option will pull up a secondary dialog box to select individual users to receive the Hot Plate.







In the new version of LEARN 5.x, we now have the ability to add customized note fields into LEARN in the '**Add Custom Hot-List Fields**' section. We are now able to select up to (6) customized note fieds. Select the check box to enter a 'Title' and corresponding 'Data'. For example:

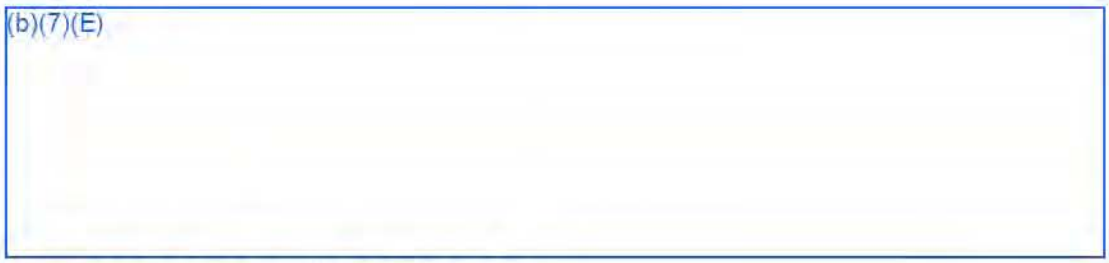


Lastly, we are able to '**Add Comment**' about the Hot Plate being uploaded. To append a comment to the record, any user can type in the 'Enter Subject' and 'Enter New Comment' boxes. This dynamic comment field can be entered after the record has been uploaded. Thus, a trail of comments can be attached to a record. When all the above fields desired are complete, the Agency Manager will select 'Load Hot Plate' to finish the Hot Plate Upload.



2018-ICLI-00035 1701

Manual Hot-List



Step 1: Select a Hot-List Template & Existing File



As an Agency Manager, they can upload a 'Manual Hot-List'. This list consists of numerous Hot Plate records and is usually supplied by a local or regional government agency. Prior to loading a Hot-List, the user must select a corresponding template. Once we confirm the template, the user can select it from the '**Select a Template**' option. For example:

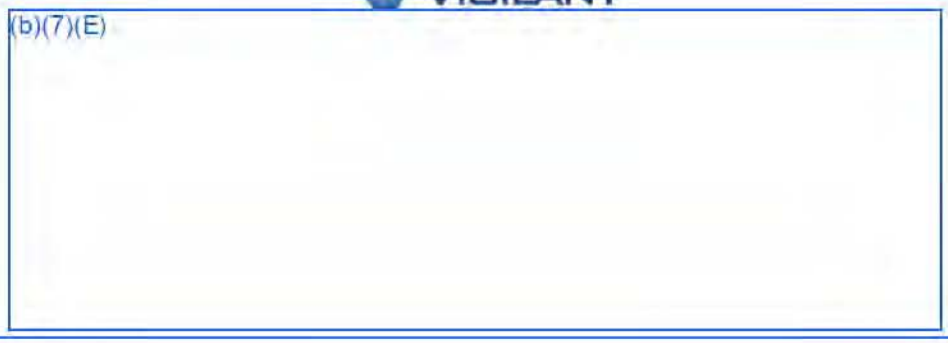






Step 2: Designate Hot-List Details













When finished making your decisions, select 'Upload Hot-List', and you will be notified that your hotlist has been successfully uploaded. An email will be sent to the account email that uploaded the Hot-List file. The email will confirm what Hot-Lists records were successful, duplicates, and failed records. Likewise, you may use the 'Search Hot-List File' feature to query the state of the Hot-List.

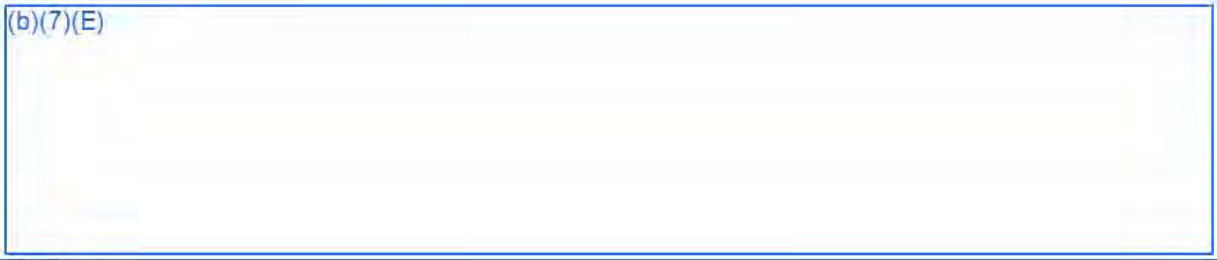


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Auto Hot-List

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Step 1: Create Hot-List Connection

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Once a template has been selected, you will need to select a connection type via the 'Specify Connection

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Enter a 'Description' for the 'Hot-List Schedule' like "Daily Local Warrants" or "Monthly DMV Upload". The description should define the hotlist being loaded and the iteration. The 'Load Type' is defined by 'Complete' or 'Incremental'. Most Hot-Lists received are 'Complete' and consist of a total record count in the file. 'Incremental' hotlists are only compatible with the 'VIGILANT' template. Please contact Vigilant Support when setting up an 'Incremental' Hot-List. Lastly, choose whether the file is in a compressed '.zip' format or not. Note: LEARN will only accept ASCII formatted or UNICODE formatted. This typically includes '.txt' and '.csv' extensions. If your extensions are different, please contact Vigilant Support to help verify.

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Step 2: Designate Hot-List Details

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2018-ICLI-00035 1705

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When adding a 'Scheculed Hot-List', we have the option to make the record expire after a given period by selecting the '**Make Inactive after __ Days**' option. After a specified amount of days, the records will become inactive but not be deleted. This allows for the record to become active again at a later time. LEARN also inlcudes the option to create hits from previous detections. When selecting '**Generate historical Hits for last __ Days**', we can enter a specific amount of time to do historical hit look-ups. Essentially, this allows for the creation of hits of detections that are already on the system. This option can sometimes be useful for forensic data look-ups but is not needed.

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Step 2A: Enter the local server directory path

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Step 3: Create Hot-List update schedule

The final step when setting up a scheduled Hot-List is to specify the schedule when the Hot-List will be inserted into LEARN. The '**Use Daily Schedule**' will update the Hot-List at a specified time each day. Note: Times are stated in EST for our Hosted Server.



You also have the option to setup for a Time Interval. Select the '**User Time Interval**' bullet to specify the duration and whether the duration is in 'Minutes' or 'Hours'. This is most commonly used when setting up with a 'Local' connection type.



Lastly, you have the option to setup for a specific Schedule. Select the '**Customize Schedule**' bullet and specify the days of the week you wish to load. For each day selected, you must enter at least one time of load. Note: Times are stated in EST for our Hosted Server. There is the option to select up to two different load times. Likewise, we can select '**All Weekdays**' or just '**Weekends**'.





Upon load, you will be notified via email of the number of records successfully loaded. If you notice that your hotlists are failing to load, please contact Vigilant Support for assistance.

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Hot-List Templates

When selecting 'Hot-List Templates', the user is presented with (3) operations (Create, View, Edit). If the user selects 'Create', they will go through our Hot-List Template Wizard. Once created, the user may select 'View' to confirm selection or 'Edit' to modify pre-populated fields.

Create / Edit Templates



Step 1: Assign Hot-List Name & Description

We first will want to enter a unique and short name of the Template. A larger description may be added that describes what the template applies to(b)(7)(E)

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You will be prompted to enter a unique source name that is not currently in the 'Choose Source Name:' dropdown box. You will be limited up to 25 characters for source name and it must be alphanumeric. The use of special characters is not recommended. Once entered, select 'Create' to populate the dropdown box with new 'Source' name.

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Step 2: Designate file headers and separators

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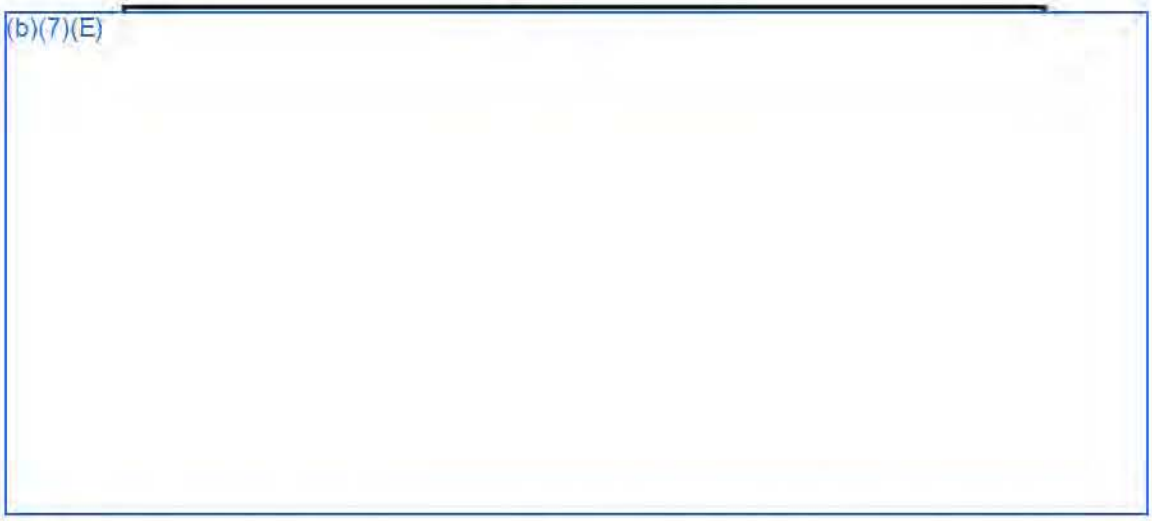
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Step 2A: Designate file headers and separators

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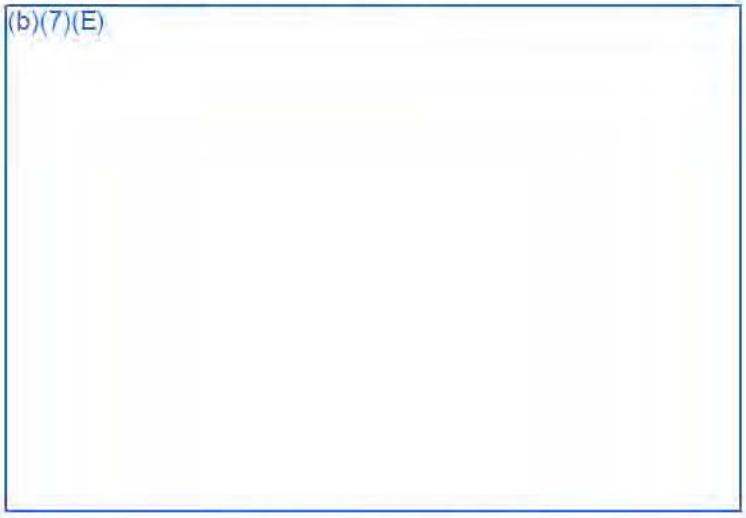
Step 3: Select Hot-List Fields

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For 'Order Date', we must use an anticipated format of (8) characters and [YYYYMMDD]. Where 'Y' is year, 'M' is month, and 'D' is day. If the Hot-List uses characters beyond this, we must parse the template. Please contact customer support for parsing help. We are able to Skip-Columns we do not wish to insert into LEARN using the '-Skip Column-' field. This field will usually include unusable information, such as junk characters or repetitive data. It may also include sensitive data that the Agency Manager wishes to not distribute, such as Social Security numbers or a Victim's name.

For 'Fixed Width', you will want to edit the field lengths by clicking on the 'Field Width' under 'Fields to Include'. Some fields have mandatory sizes and cannot be edited. For example, 'Alert' cannot be larger than 21 characters, while 'State' should be two characters.



We allow the "Force 'State' for All Hot-List Records:" feature. This Forces all records within a given Hot-List to be of a specific State ID. When selected, the field is no longer used in the 'Fields to Include' and shows N/A. We also allow the "Force 'Alert' for All Hot-List Records:" feature. This Forces all records within a given Hot-List to be of a specific State ID. When selected, the field is no longer used in the 'Fields to Include' and shows N/A.

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Step 4: Enter a title for the Custom fields

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View Templates



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Search Records



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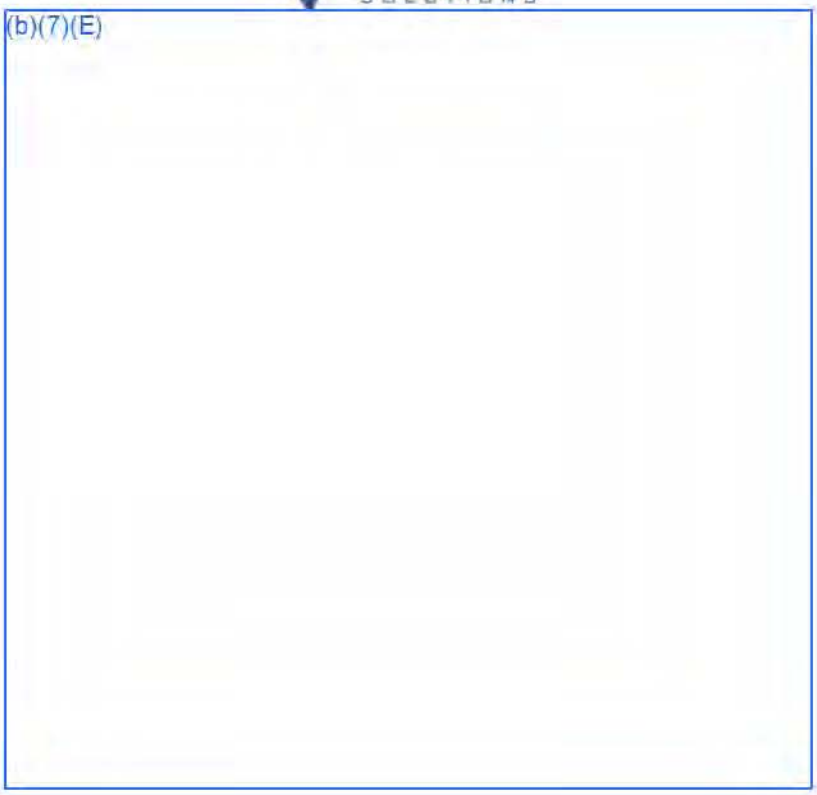


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2018-ICLI-00035 1713





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2018-ICLI-00035 1715

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Another report option is to '**Consolidate**' the report through the use of the 'Consolidation Tool'. You will be presented with a list of fields to include in the 'Report Details' section. All other fields will be consolidated within the report. When you open the report, it will state which fields have been consolidated. Note: If there are not duplicate fields, you will not have the option to consolidate.

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Search Files



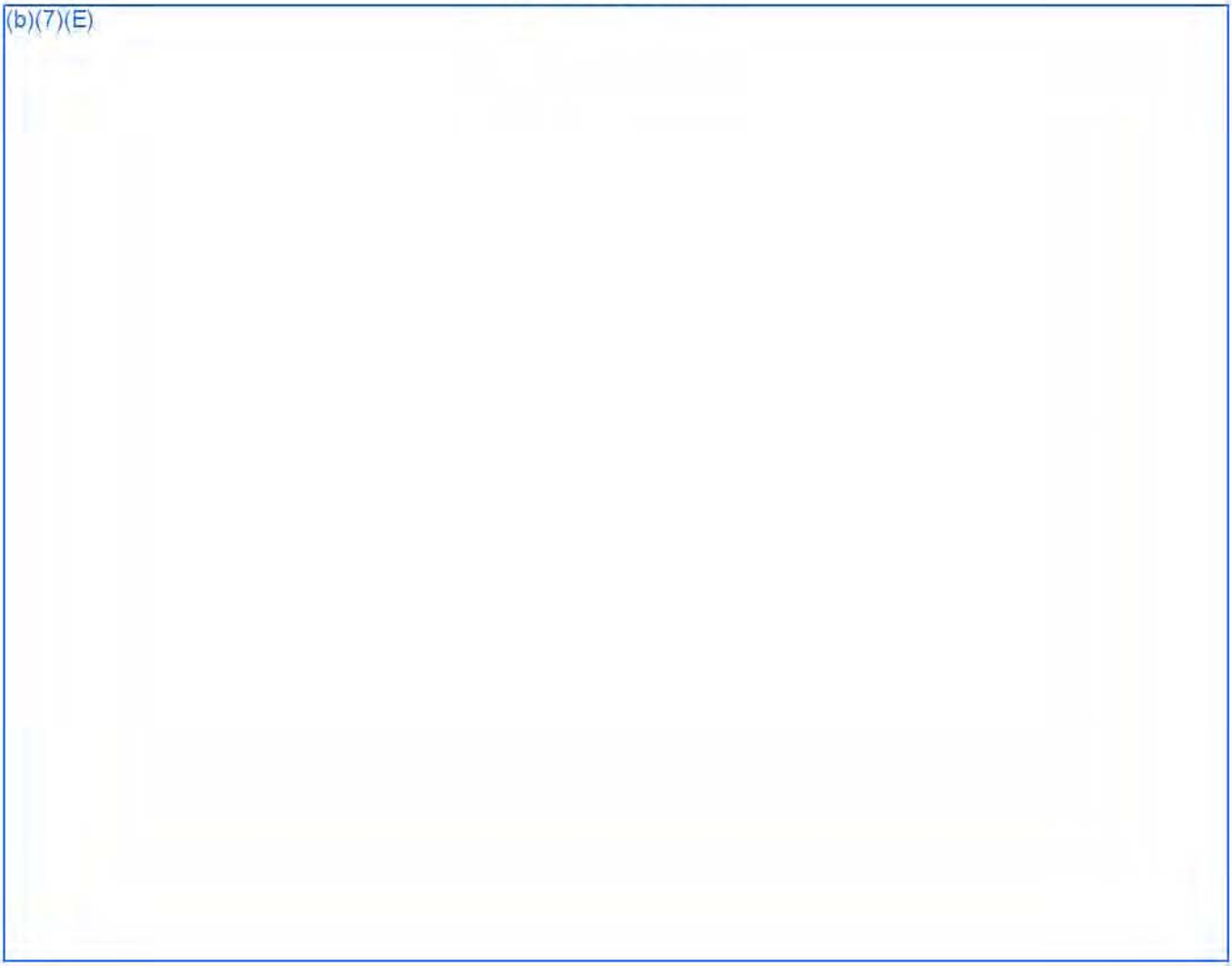
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2018-ICLI-00035 1718

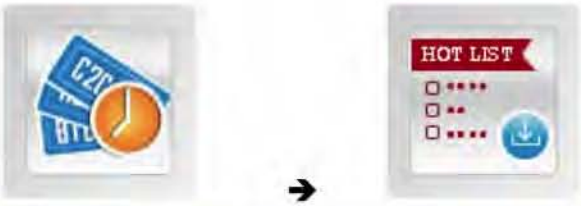


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see the Hit Records also become inactive. The hits will have the state of 'Previous' and will be hidden from default views.

Make Base Hot-List



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2018-ICLI-00035 1721



Detection Sharing

Within 'Detection Sharing By Agency', the Agency Manager can '**Contribute Detections to NVLS**'. NVLS stands for 'National Vehicle Location Service', and is Vigilant Solutions' national LPR data sharing initiative for law enforcement. Note that detections contributed to NVLS remain property of the Agency and are governed by the Agency's data retention policy.

Data within NVLS is from two sources; detections shared by agency customers, and also data harvested by Vigilant from commercial applications (access control, asset recovery, parking systems, etc). The data contributed by law enforcement agencies is freely shared within NVLS and accessible to all law enforcement. The data harvested by Vigilant is referred to as "Private Data" and is accessible only to users with a Private Data subscription.

Within 'Detection Sharing By Agency', the Agency Manager can '**Allow LPRD Detection Sharing**'. LPRD stands for 'License Plate Reader Database'. The software designed for local deployment, was developed at George Mason University in partnership with SPAWAR and NIJ for the purpose of sharing regional LPR data similar to the NVLS feature. An Agency Manager is capable of sharing their data with the LPRD Server.

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Hot-List Sharing

Within 'Hot-List Sharing By Agency', the Agency Manager can choose an Agency and Hot-List Source to Share.(b)(7)(E)

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2018-ICLI-00035 1723



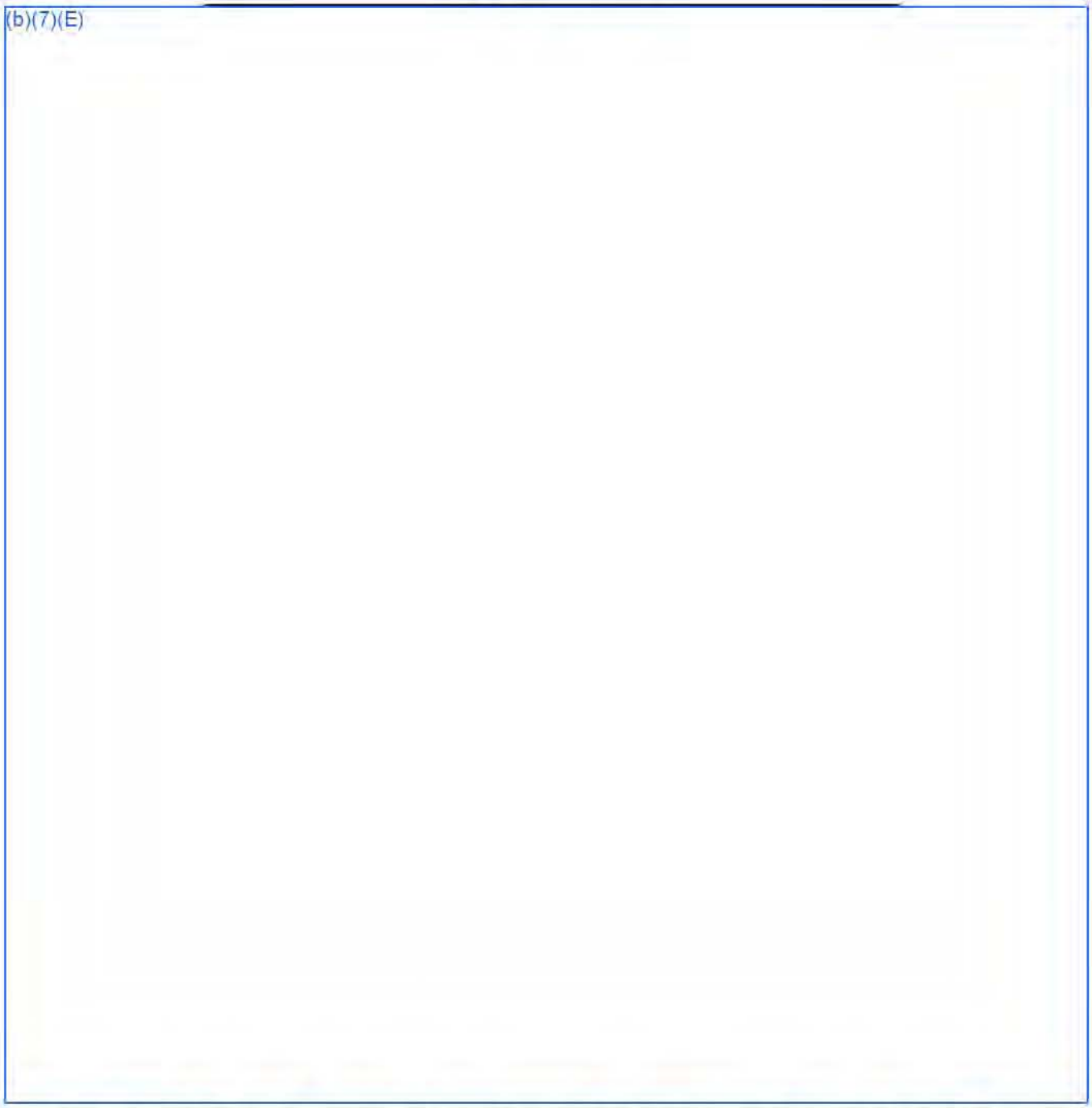
Hot-List Source *– The Source Name given to a Hot-List Template that indicates the purpose or location the hotlist derived from.*



Data Sharing Map

The '**National LPR Data Sharing Map**' represents a list of Law Enforcement Agencies using LPR technologies and within the Sharing Pool. For more information, you may click on a representing 'Tic' mark to facilitate LPR data sharing by contacting the Agency Manager.

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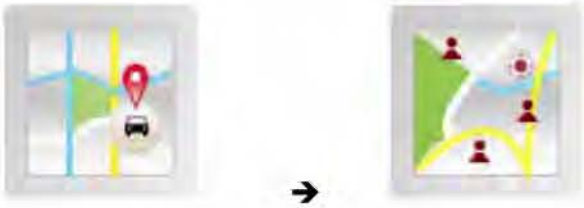


Lastly, within the 'Sharing' section, the Agency Manager is also capable of creating a PDF of an '**Agency Data Sharing Report**' by selecting 'Output Report'. The report will consist of all Detection and Hot-List shares that are currently being shared, as well as all Detection and Hot-List shares being received.

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Mapping Tools

Mapping Alert Service (MAS)



'**Mapping Alert Service (MAS)**' allows the graphical representation of Hits against Agency Hot-Lists generated from both Agency generated LPR data, LPR data shared from other agencies, and data originating from Vigilant (data gathered under the National Vehicle Location System (NVLS), sometimes referred to as "Private Data"). This is presented via icons within a Map layout with the option to filter by time, hot-list, and type of hit. Before utilizing 'MAS', the Agency Manager will need to assign '**Alerts**' and

'**Hot-Lists**' to each user. Also, the Agency Manager will need to assign an icon for each alert using the '**Icons**' feature. By default, all LEARN users will have MAS permissions. *Note: A user's Hit permissions will affect what views they have within MAS.*

MAS Configuration

Before utilizing 'MAS', the Agency Manager will need to assign '**Alerts**' and '**Hot-Lists**' to each user. Also, the Agency Manager will need to assign an icon for each alert using the '**Icons**' feature. In the case of wanting to create a 'MAS-Only' user, there is a '**Users**' link to generate a 'MAS' User. 'MAS-Only' users have limited permissions and can only login to LEARN to utilize the MAS utility. By default, all LEARN users will have MAS permissions. *Note: A user's Hit and Hotlist permissions will affect what views they have within MAS.*



MAS Configuration – Hot-Lists



MAS Configuration – Alerts

When setting up '**Alerts**', we need to verify Alert access first. Alert access allows users to view corresponding Hits in MAS, as it relates to Alerts. Each '**UserName**' in the drop down box is assigned a

series of Hot-Lists. Alert access is then controlled for each Hot-List using the '**Hot-List**' drop down. By

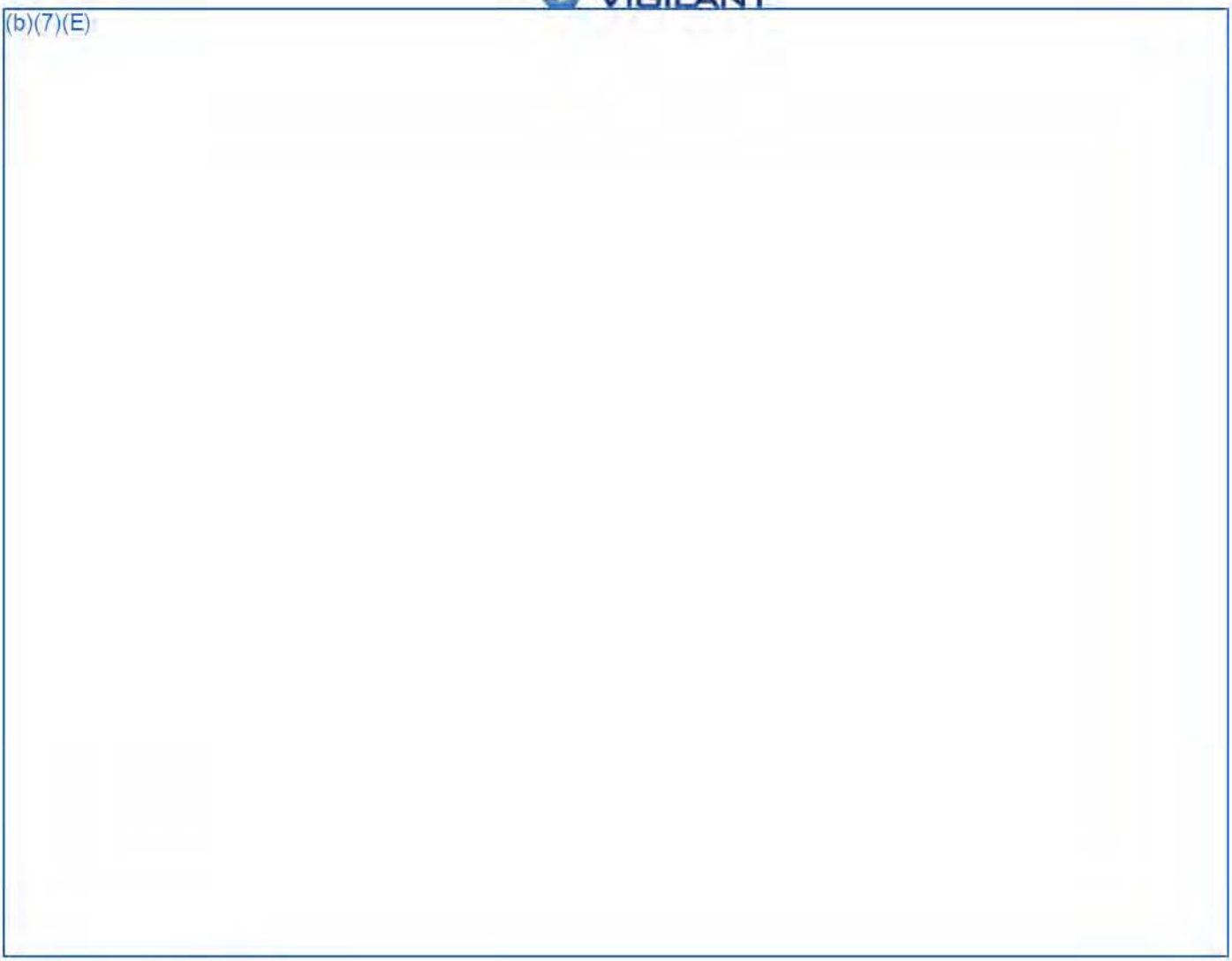
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MAS Configuration – Icons

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Search Criteria

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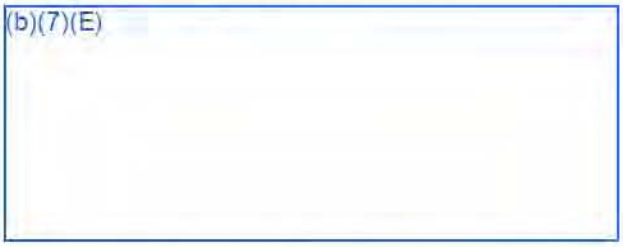




2018-ICLI-00035 1730

Searching

When searching, you are capable of turning on and off the geo-zoned map for the Private Data or Local Data using the '**Show Zone(s)**' feature. If applicable, it will show the 'User' zone, 'Agency' zone, and 'Private Data' zone. Where the maps overlap, will be the viewable hits for the selected 'UserName'. As an added feature, we have included an '**Auto-Refresh**' feature that will automatically update the hits as you navigate the map using the Google Navigational tools.



There is also the '**Data Fields**' option to customize the table output of the viewable hits. The defaults below can be added or subtracted based on desired output. To change the 'Display Order', simply



After all desired MAS settings have been configured, you will need to select 'Search / Refresh' to initialize the Alerts on the map. You should see something similar to the results below if using a map. The hits will display for each configured Alert.

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The 'filmstrip' tool allows for quick 'Color Overview' of the vehicle. The detail in the filmstrip will only include the 'Hot Plate', 'Scan Date', and 'Alert' name. You can see an example below.

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Reporting



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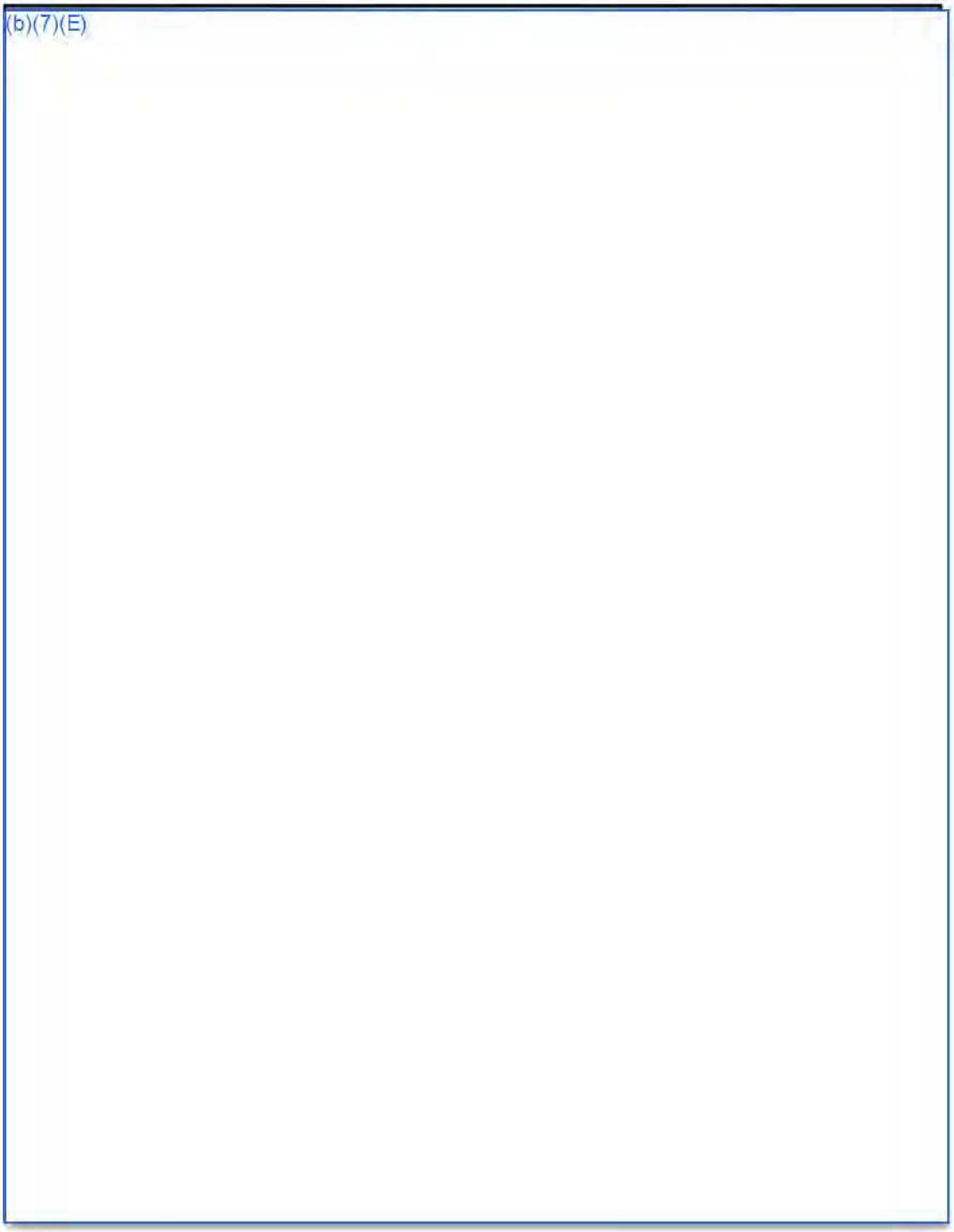
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2018-ICLI-00035 1734

Mapping Alert Service also includes the option to create a '**LPR Hit Report**' in PDF format. By clicking on

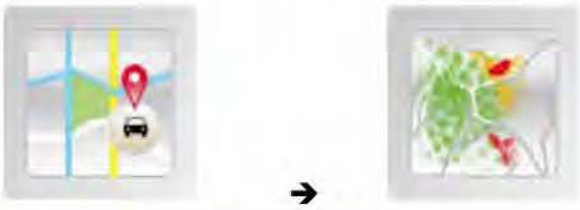
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2018-ICLI-00035 1735



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Density Map



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Search Criteria

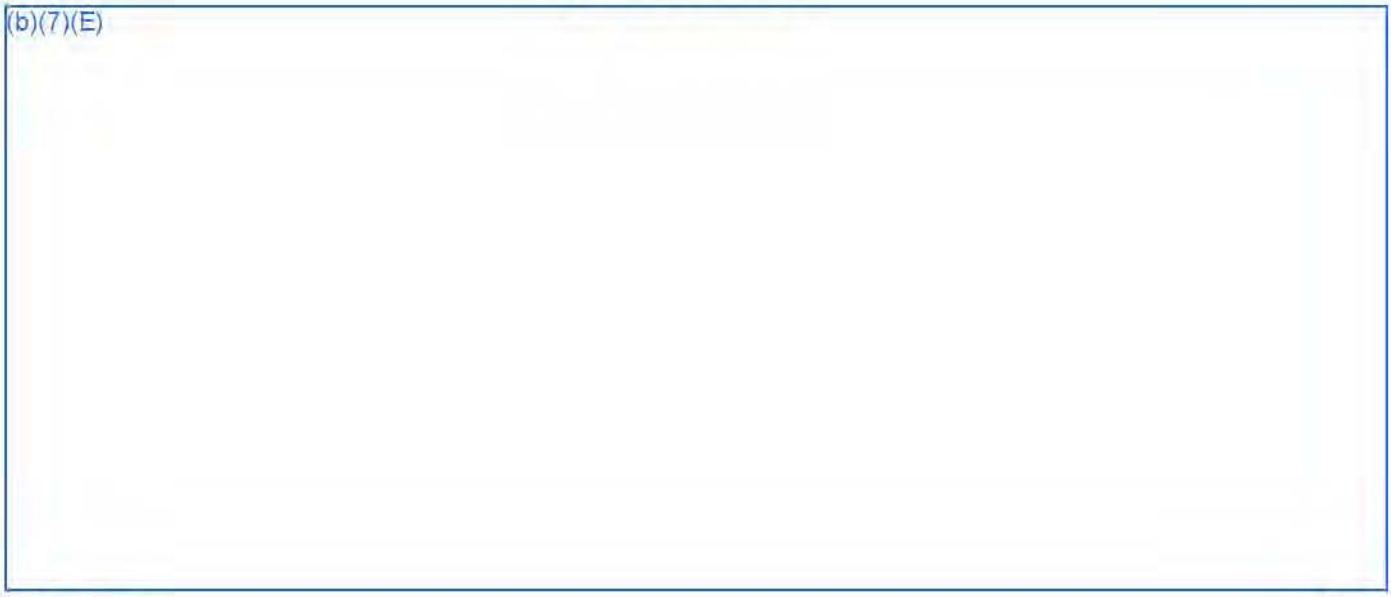
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Searching

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There is also the ability to increase and decrease image overly transparency using the '**Transparency Scale**'. You may also change the '**Scan Concentration**' from 'Normalized' to user-defined. Thus, you can make up your own density requirements. For example: you can alter the top number to be an exact number of 1000 scans. Anything greater than 1000 will be Red and anything less will be Orange, Yellow or Green. If the number of scans falls within the user-defined scale, it will display with the color associated with it.

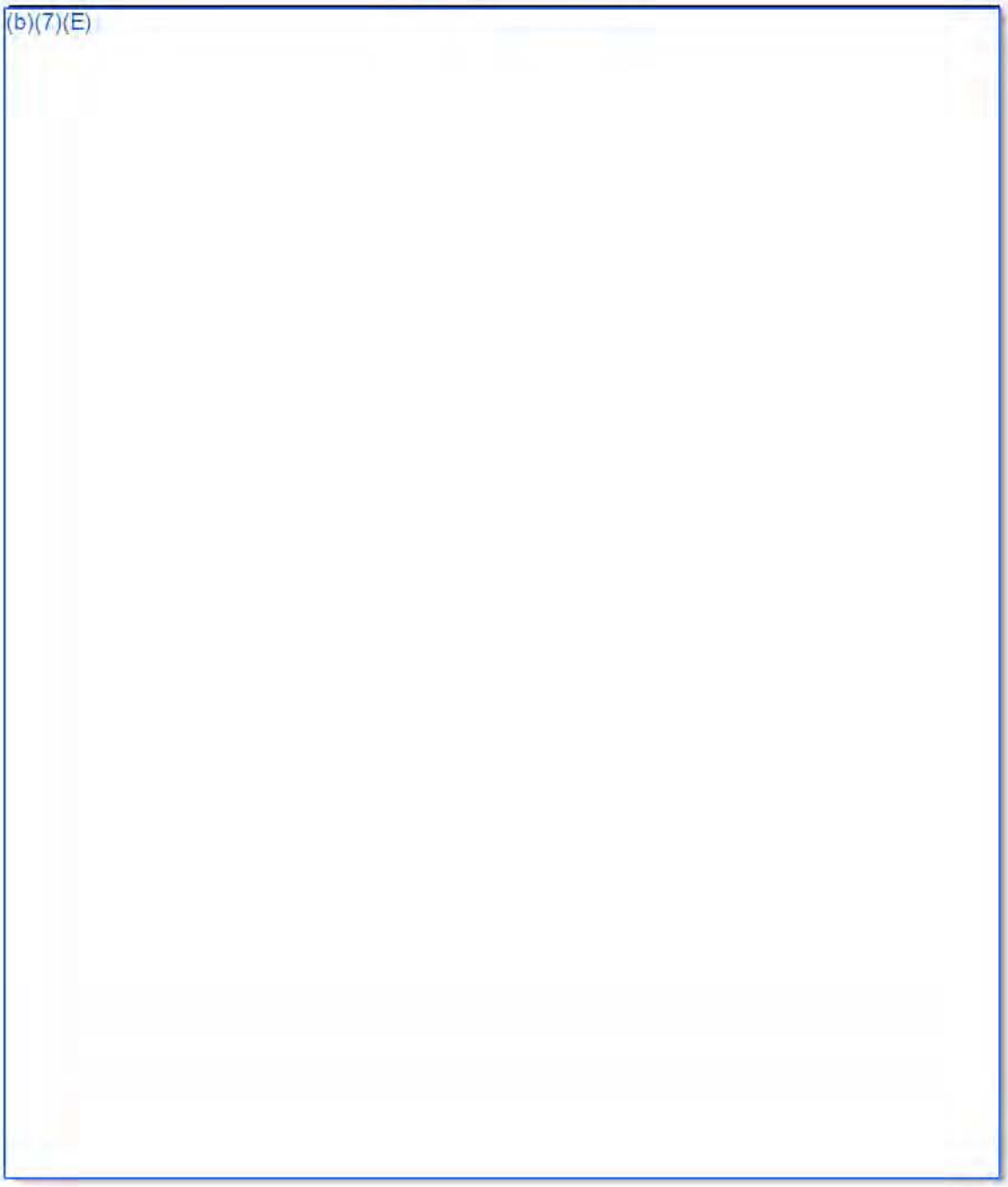
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Reporting

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Dashboard



Dashboard statistics are used to give Agency Managers and Users a comprehensive reporting location for volumes generated using client software. It allows for quick graphical environment that can be split into Pie Charts, Bar Graphs, or Spreadsheet tables. Statistics are calculated nightly and are accurate to within 24 hours. When analyzing statistics using Dashboards, you will notice the ability to filter and tweak the searches to recover volumes to suit nearly any situation. The 'Scheduled Reports' feature allows for reports to be generated at specific intervals and emailed to desired recipients automatically.

Activity Search

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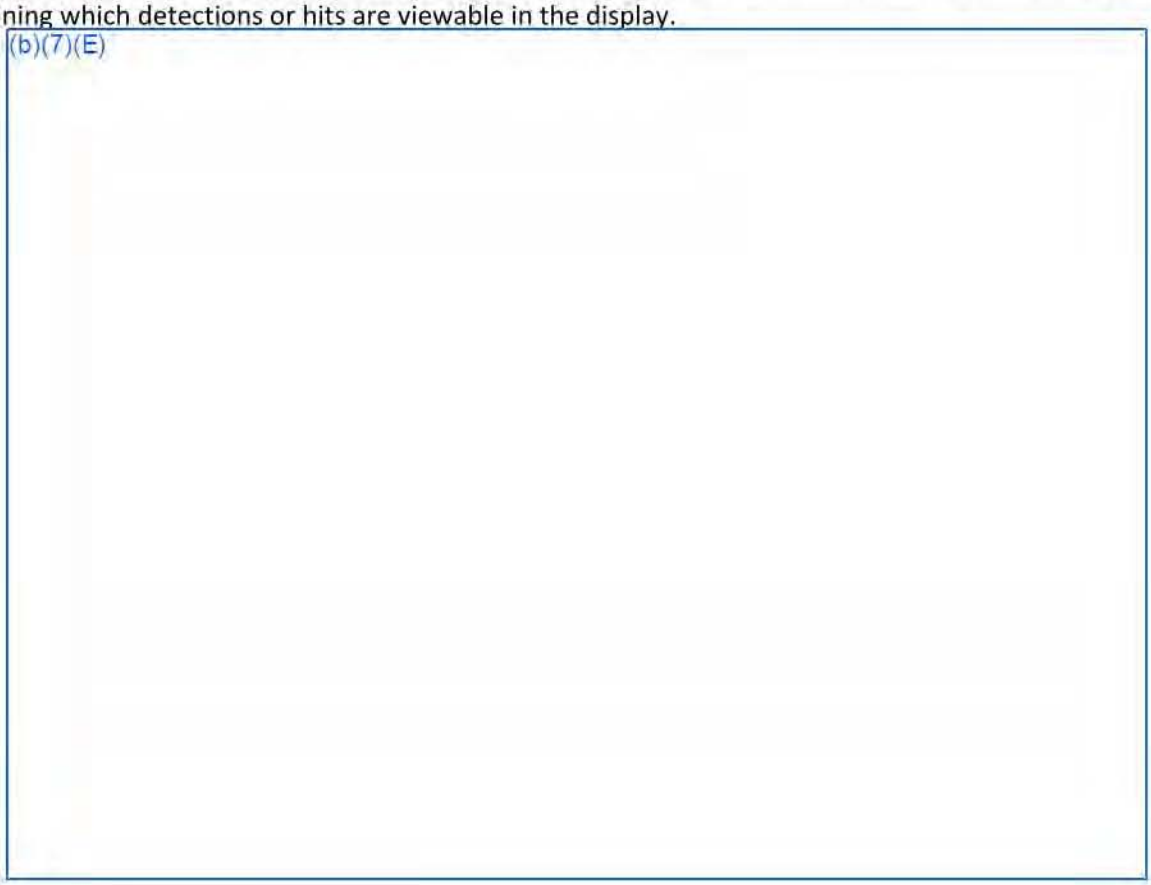
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Filters

Beyond 'Activity Search', we also have the ability to control '**Filters**' for '**Agency**', '**User**', '**System**' and '**Hot-Lists(s)**'. By default, '**Select All…**' is chosen for each filter option. We are able to turn off individual

filter components by simply unchecking each 'Agency', 'User', 'System' or 'Hot-List' listed. The lists will be dynamically updated based on new components being added. When an 'Agency Share' occurs, you will be able to view their 'Detections' from Users and Systems, and/or view 'Hot-List(s)' sources that were shared. When using 'Filters' for 'Data Contribution Type - Hits', you will be presented with additional 'Alert Type' filter options for each Hot-List 'Source'. From these filters, we are capable of defining which detections or hits are viewable in the display.

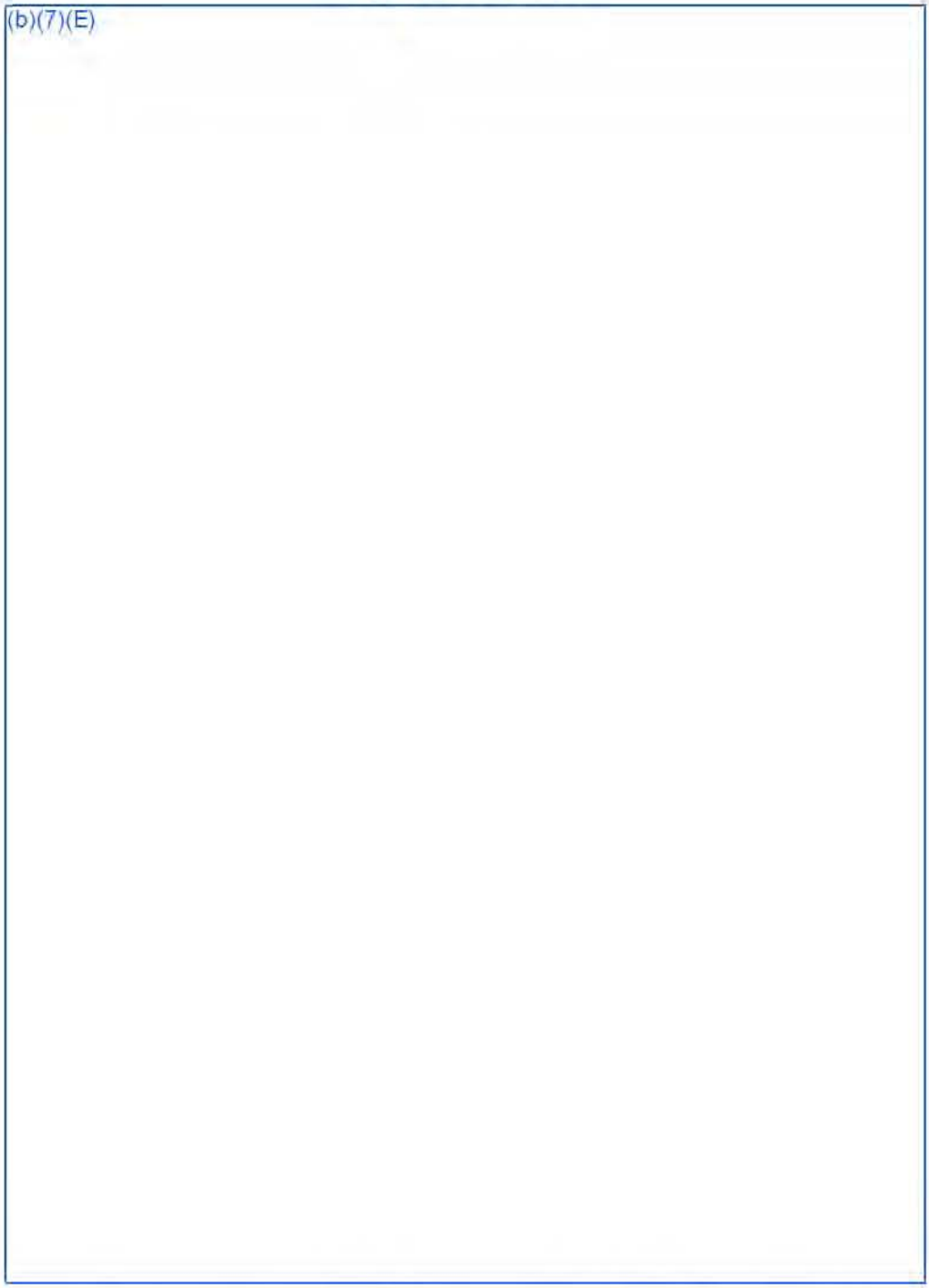
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Pie Charts

When viewing dashboard statistics using '**Pie Charts**' mode for type '**Detections**', you will be presented with a pie chart for 'Agency(s)', 'Hot-List(s)', 'User(s)', System(s)', 'Accuracy', and 'Hit Ratio'. '**Agency**' will display detection ratios from each Agency that are currently within the Agency Manager's data pool and within the chosen 'Duration'. '**Hot-List**' will display the Hot-List ratios of all available Hot-Lists within the Agency Manager's data pool. This will include shared 'Hot-Lists'. '**User**' will display detection ratios for each User selected from each Agency available. '**System**' will display detection ratios for each System selected from each Agency available. '**Accuracy**' will display the ratio of 'Correct', 'Incorrect', and 'Not Scored' Hits. '**Hit Ratio**' will display the ratio of 'Detections' vs. 'Hits'.

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When viewing dashboard statistics using '**Pie Charts**' mode for type '**Hits**', you will be presented with a pie graph for 'Agency(s)', 'User(s)', 'Hits By Source', 'Hit Ratio', and 'Alert Types' by Source. '**Agency**' will display hit ratios from each Agency that are currently within the Agency Manager's data pool and within the chosen 'Duration'. '**User**' will display hit ratios for each User selected from each Agency available. '**Hits By Source**' will display the ratio of Hits for each Hot-List Source. '**Hit Ratio**' will display the ratio of 'Detections' vs. 'Hits'. 'Alert Types' by Source will display the ratio of hits for each 'Alert Type' within the Hot-List. Each 'Hot-List Source' available, will be listed with 'Alert Type' ratios.

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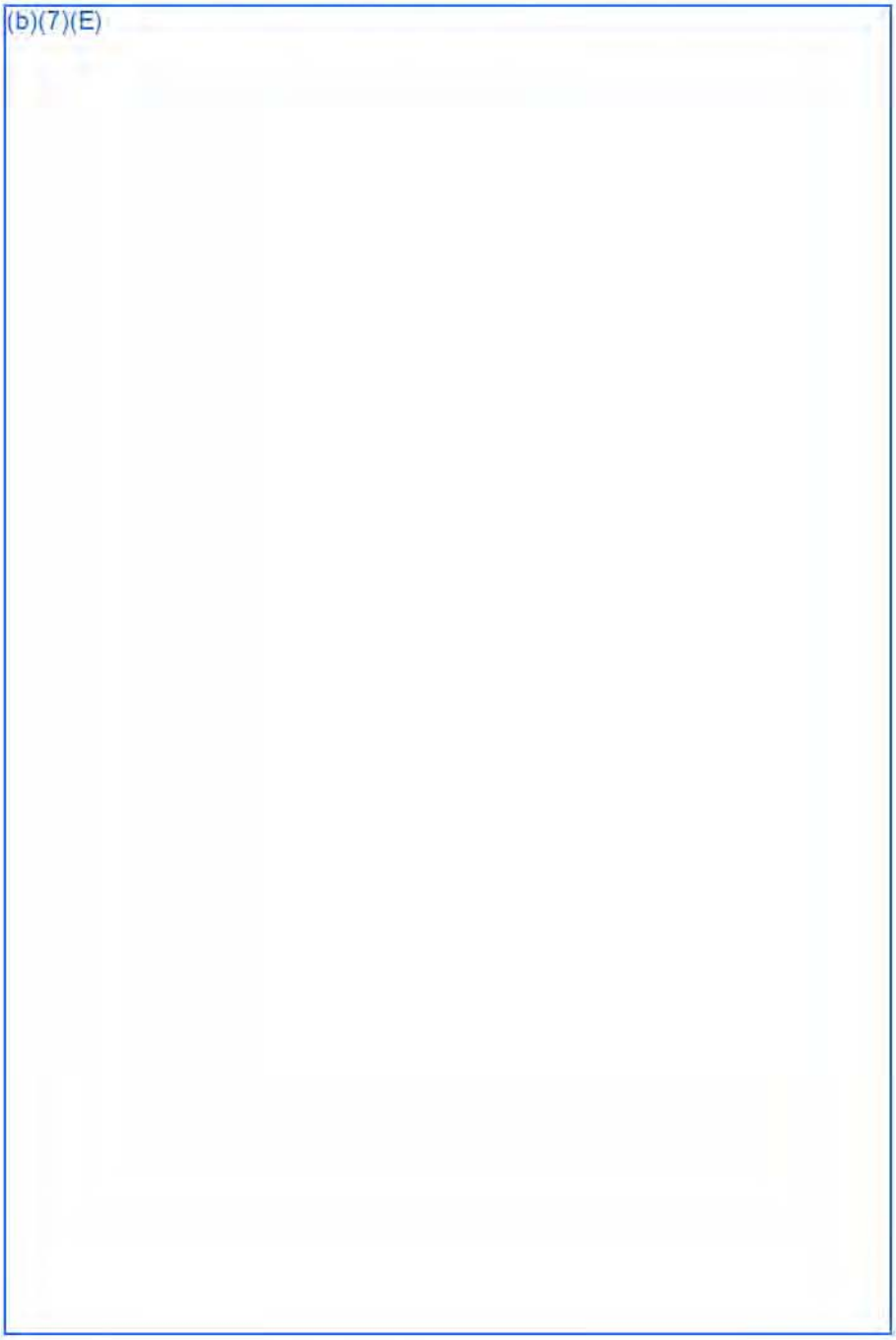
When displaying the Pie Chart, you may hover over each piece and view the corresponding statistics in a bubble overview. For some pie statistics, they will be batched together if the ratio is too small to distinguish a ratio. In this case, you will see the first and last key separated by hyphen. By clicking on the magnifying glass, you will be presented with a '**LEARN – Dashboards Detail**' view. This allows for a detailed table with key, ratio descriptions, and counts. Within the 'Detail' view, there is an option to '**Output Report**' to a PDF format. The report will include current view of Pie Chart and Table.

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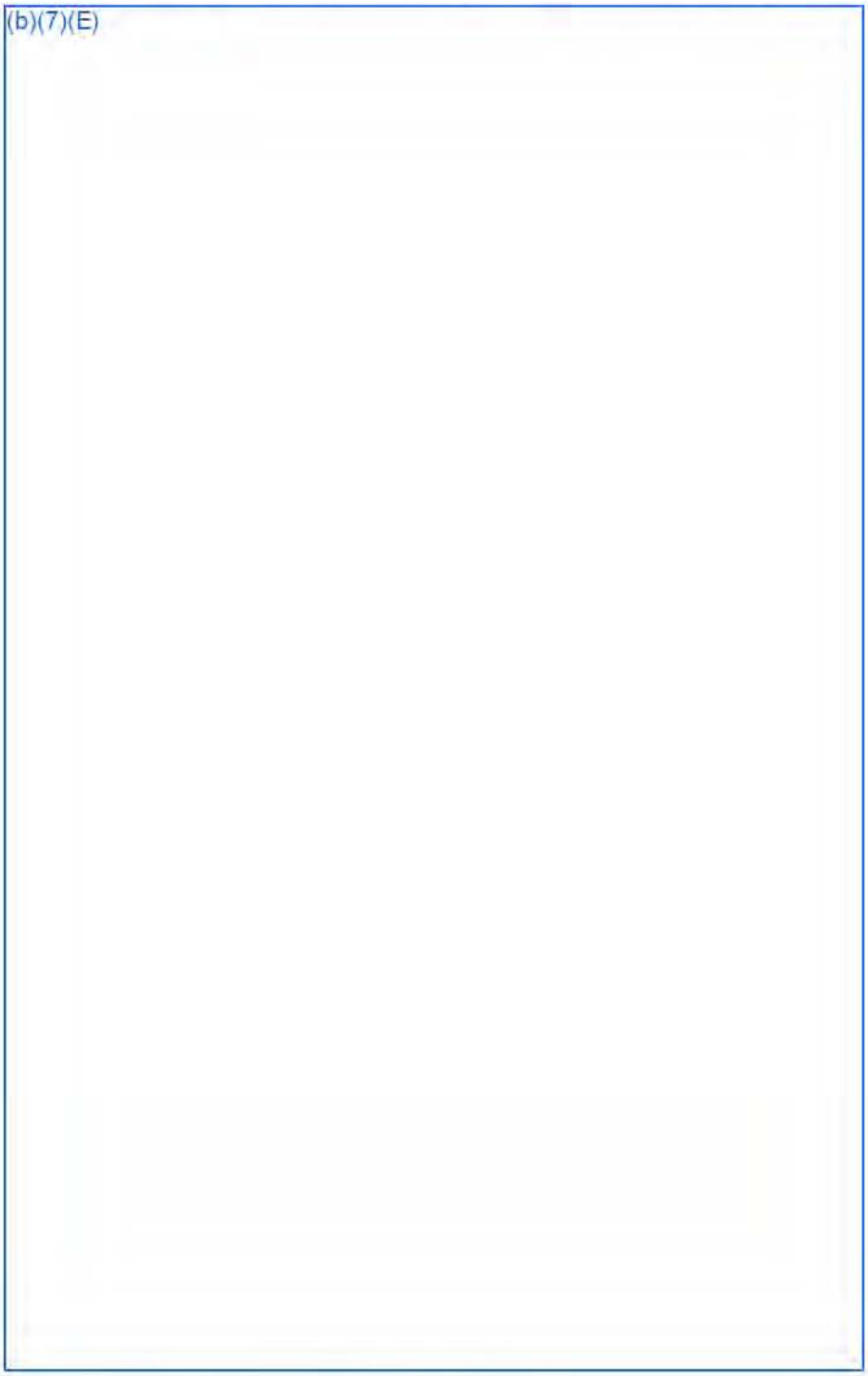
Bar Graphs

When viewing dashboard statistics using '**Bar Graphs**' mode for type '**Detections**', you will be presented with a bar graph for 'Agency(s)', 'Hot-List(s)', 'User(s)', System(s)', 'Accuracy', and 'Hit Ratio'. '**Agency**' will display detection amounts from each Agency that are currently within the Agency Manager's data pool and within the chosen 'Duration'. '**Hot-List**' will display the Hot-List amounts of all available Hot-Lists within the Agency Manager's data pool. This will include shared 'Hot-Lists'. '**User**' will display detection amounts for each User selected from each Agency available. '**System**' will display detection amounts for each System selected from each Agency available.



2018-ICLI-00035 1745

When viewing dashboard statistics using '**Bar Graphs**' mode for type '**Hits**', you will be presented with a bar graph for 'Agency(s)', 'User(s)', 'Hits By Source', 'Hit Ratio', and 'Alert Types' by Source. '**Agency**' will display hit amounts from each Agency that are currently within the Agency Manager's data pool and within the chosen 'Duration'. '**User**' will display hit amounts for each User selected from each Agency available. '**Hits By Source**' will display the ratio of Hits for each Hot-List Source. '**Hit Ratio**' will display the ratio of 'Detections' vs. 'Hits'. 'Alert Types' by Source will display the ratio of hits for each 'Alert Type' within the Hot-List. Each 'Hot-List Source' available, will be listed with 'Alert Type' amounts.



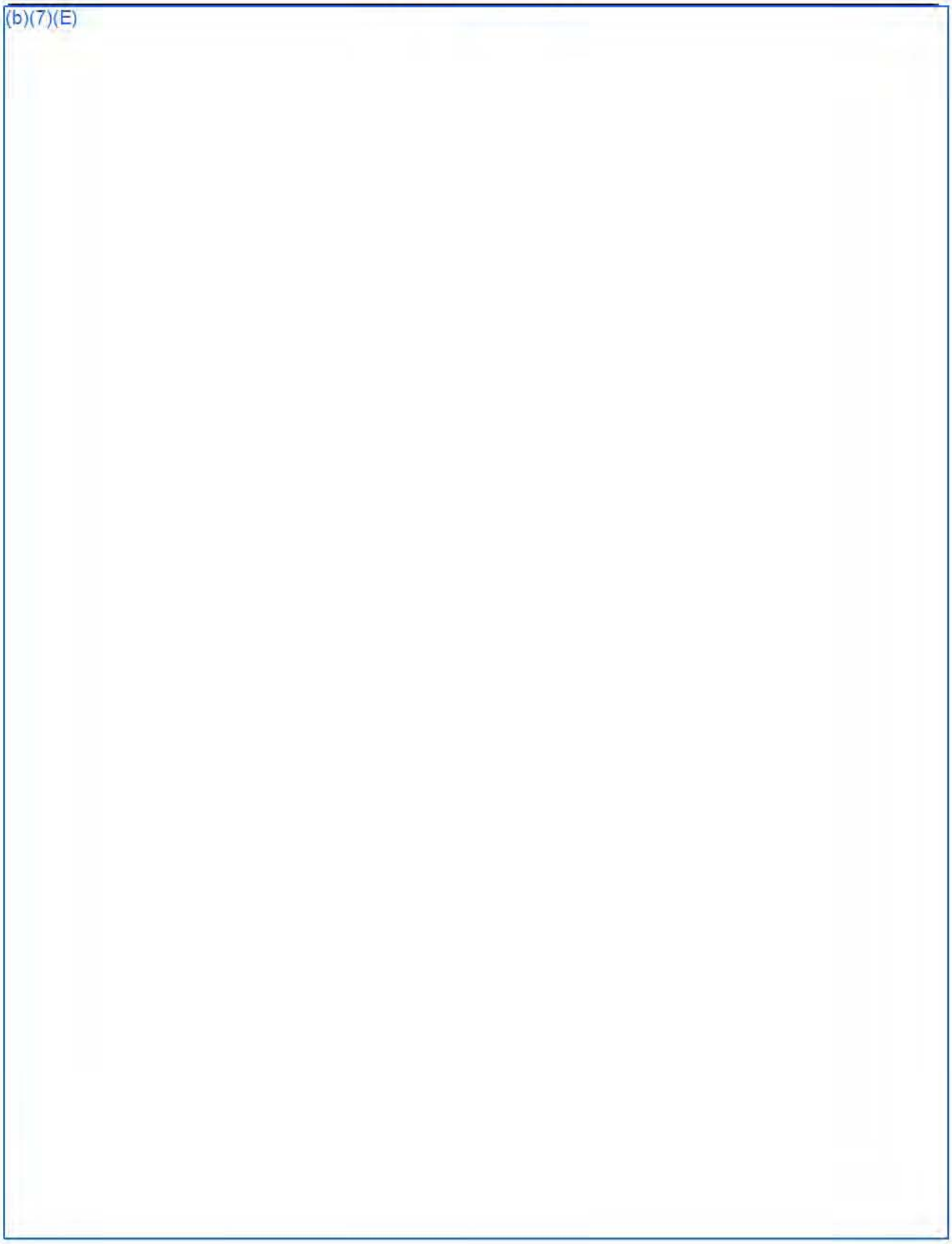
When displaying the Bar Graph, you may hover over each bar and view the corresponding statistics in a bubble overview. For some bar statistics, they will be batched together if the amounts are too small to distinguish between the other elements. In this case, you will see the first and last key separated by hyphen. By clicking on the magnifying glass, you will be presented with a '**LEARN – Dashboards Detail**' view. This allows for a detailed table with key, element descriptions, and counts. Within the 'Detail' view, there is an option to '**Output Report**' to a PDF format. The report will include current view of Bar Graph and Table.

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Data View

When viewing dashboard statistics using '**Data View**' mode for type '**Detections**', you will be presented with a default table that shows the 'Time Period', 'Users', ' Total Detections', and 'Total Hits'. Just like with 'Pie Charts' and 'Bar Graphs' modes, we are capable of controlling the 'Agency', 'User', 'System', and 'Hot-List' filters to control the table output. When viewing dashboard statistics using 'Data View' mode for type '**Hits**', you will be presented with a default table that shows the 'Time Period', 'Users', and 'Total Hits'. Just like with 'Pie Charts' and 'Bar Graphs' modes, we are capable of controlling the 'Agency', 'User', 'Hot-List(s)', and 'Alert Types' for each Hot-List using the filters to control the table output.



To '**Output Report**', the table should be populated with data, and you can select 'Output Report'. You will be prompted to save the Excel file using the 'GET XLS' button to a location on your local drive. The default name will be based on the 'Type' and date of the report. You can rename the file to something more descriptive. You will want to open the report using Microsoft Excel or compatible program for XLS.



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2018-ICLI-00035 1750

The '**Data Configurator - Detections**' will allow you to configure the X-Axis for 'Users', 'Agency', or 'Systems'. You can also configure the 'Y-Axis' for different periods ('Daily', 'Weekly', 'Monthly', etc). You

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The '**Data Configurator - Hits'** will allow you to configure the X-Axis for 'Users' or 'Hot-List Source'. You can also configure the 'Y-Axis' for 'Hot-List Hits' or 'Total Hits'. When choosing 'Total Hits', you will be prompted select period for Hit data ('Daily', 'Weekly', 'Monthly', etc).

Scheduled Reports

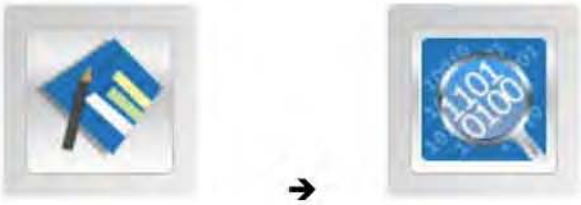
By selecting the '**Schedule**' button below the 'Data Contribution' header, you will be presented with an extensive scheduling option. You can select which days of the week to distribute report via Email under the '**Schedule Delivery**' header. For each day of the week, you can edit up to (3) times to receive a message per day. *Note: currently, these times are listed in EST time-zone.* Once the schedule has been selected, you may configure the '**Select Reports for Delivery**'. The left column will list the 'Available' reports while the right column will show the 'Included' reports. To add or remove reports, simply highlight the desired report and click the 'Add' or 'Remove' buttons. Lastly, you will need to specify the 'System Type' and 'Data Duration'. Finally, while setting up scheduled reports via email, you will be prompted to input an email address for the recipient of the report. Multiple email address may be entered and separated by a semi-colon. Once the changes are complete, select 'Update' to save your changes and 'Start' to begin receiving the Scheduled Reports.

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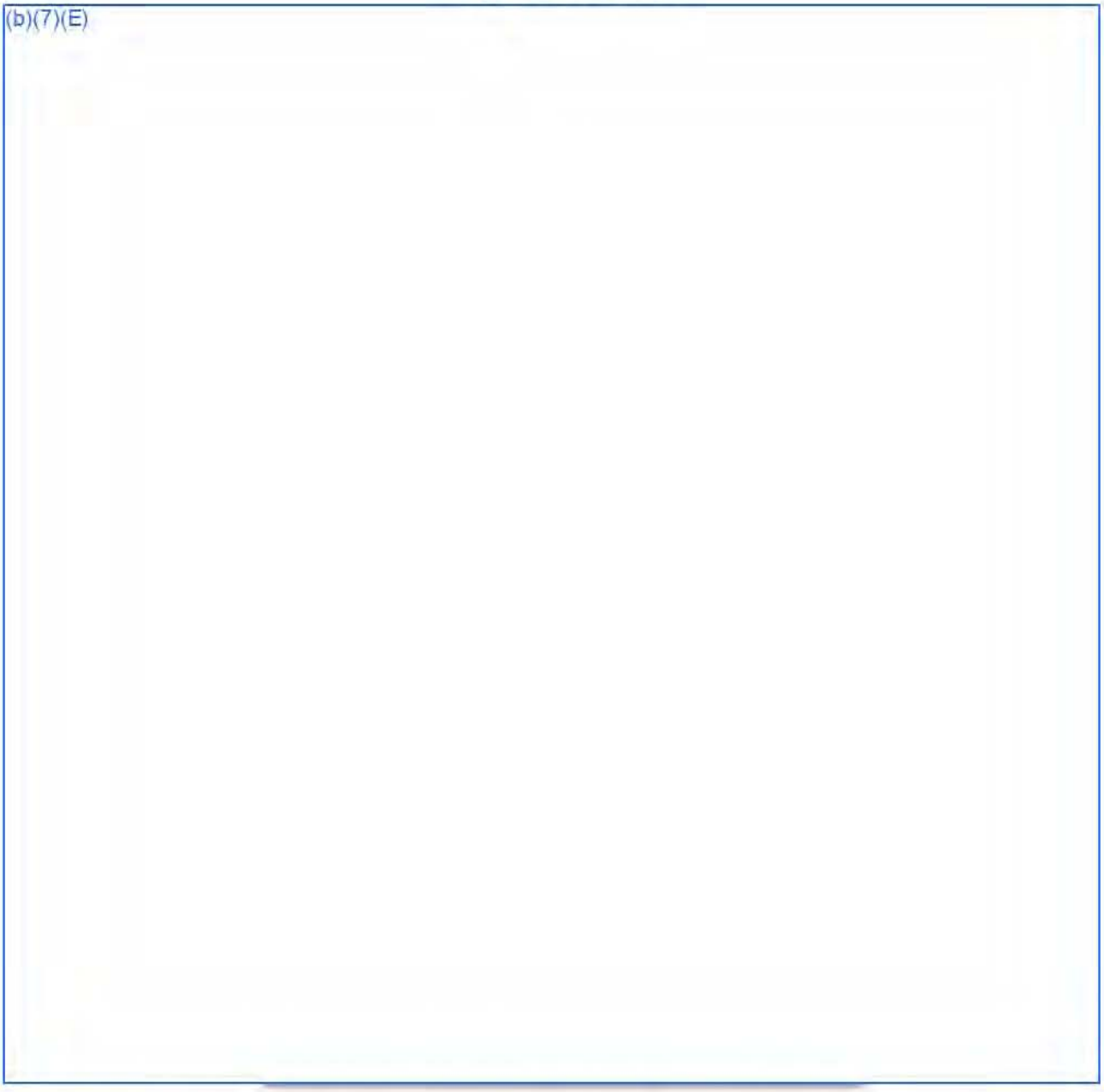
Note: Each report will be sent in a single email attachment. For Pie Charts and Bar Graphs, they will be sent in PDF format. For Data View Reports, they will be sent in CSV format.

Query Viewed Records



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You are capable of printing this single query out using the '**Output Report**', or checkbox each record desired in the table and select 'Output Report'. When you receive the '**Print Preview**', you will be presented with the default options for Crystal Reports. This includes page navigation, 'Export', 'Print', and 'Show/Hide Group Tree'. When selecting '**Export**', you will have the option to export to a specific format. The formats include 'RPT', 'PDF', 'MS Word', 'MS Excel', or 'RTF'. You will also have the option to save all or specific pages.

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Track All Transactions




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Once you select the desired filters and click '**Search**', the tabel will be populated with 'Query Type', 'UserName', 'User Type', 'PlateID', 'Case Number', 'Requestor', 'Date Time', and 'IP Address'. The data will display in chronological order. To gain more knowledge from the query, you may select '**Info**' next to each record. In the info pop-up box, you will be presented with all the information in the table, plus the addition of 'Query Pars' and 'Reason'. The '**Query Pars**' field will list the "query paramenters" that were entered at the time of the query.



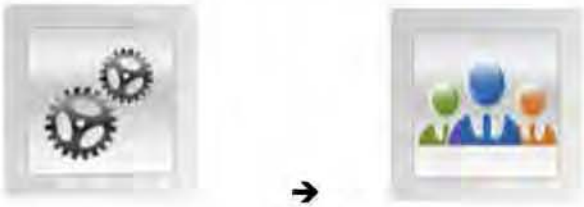
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You are capable of printing this single query out using the '**Output Report**', or checkbox each record desired in the table and select 'Output Report'. When you receive the '**Print Preview**', you will be presented with the default options for Crystal Reports. This includes page navigation, 'Export', 'Print', and 'Show/Hide Group Tree'. When selecting '**Export**', you will have the option to export to a specific format. The formats include 'RPT', 'PDF', 'MS Word', 'MS Excel', or 'RTF'. You will also have the option to save all or specific pages.

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Other Functions

Contact Manager(s)



Within 'View Agency Manager(s)', we are able to see the contact information for all Agency Managers with access to the Agency. Note that you will often see Vigilant Associate listed here that did the original Agency setup; rest assured that Vigilant associates do not access law enforcement data but typically remains an Agency Manager to allow for support, however the Agency may remove and/or request that

these individuals be removed at any time. You may also generate a PDF report of the Agency Manager contact list to have available by clicking 'Output Report'.

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This document provides a tutorial of all the components included in the LEARN 5.1 System User software. The use of diagrams and steps are used to explain how to best utilize the LEARN software. LEARN stands for 'Law Enforcement Archival Reporting Network', and the software is intended to allow Law Enforcement a tool for management and investigative use of LPR data.

LEARN 5.1

System User Guide



Vigilant Solutions Inc.

Table of Contents

My Profile **3**

License Plate Query **6**

Quick Search 6

More Options 7

Saved Searches 9

Search Results 10

Output Report 15

Associate Analysis 18

Hot-List Management **20**

Upload Hot-List 20

Add Hot Plate 20

Manual Hot-List 22

Auto Hot-List 24

Hot-List Templates 28

Create / Edit Template 28

View Template 32

Searching Records 33

Searching Files 37

Make Base Hot-List 41

Mapping Tools **42**

Stakeout 42

Search Criteria 42

Search Results 43

Output Report 45

Common Plate Report 49

Save Search 51

Mapping Alert Service (MAS) 51

Search Criteria 51

Searching 52

Reporting 55

Density Map 58

2018-ICLI-00035 1761

Search Criteria 58
Searching 58
Reporting 60
Dashboard 62
Activity Search 62
Filters 62
Pie Charts 63
Bar Graphs 66
Data View 70
Scheduled Reports 73
Other Functions 74
Contact Manager(s) 74
Upload Detections 75
Contact Vigilant 77
Vigilant Solutions Support 77
Vigilant Solutions Sales 77
Vigilant Solutions Private Data Subscriptions 77

2018-ICLI-00035 1762

My Profile



System Users have the option to edit their information within the 'My Profile' section under the '**User Information**' section. System Users are able to change their password within the 'My Profile' section if allowed by their Agency Manager. After making any changes, select 'Update' and 'Close' to bring back to Main landing page.

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System Users are able to configure their 'Alert Management' options if allowed by their Agency Manager. There are (3) main alerts allowed through Alert Management. They consist of Email Service, Target Alert Service (TAS), and Mobile Companion (MC). A fourth alerting feature, Mobile Hit Hunter (MHH) may also be configured when applicable for the 'CarDetector Mobile System'.

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When configuring '**Email Service**', the System User has the option to receive 'Historical Hit' alerts. These alerts are when a hotlist is loaded after a scan has been made and the option is selected to create historical hits on hotlist load. *Note: Users may see Email flood if there is a large number of historical hits generated upon hotlist load (default is unselected).* '**Target Alert Service**' allows for users to instantly receive alerts at their terminal, simliar to CarDetector's alert screen. This tool allows for fast response to alerts in a realtime alerting environment. There is an option to download this tool and connect to the LEARN Server with it. Please review Appendix for more information. '**Mobile Companion**' is also configured in the Alert Management section, and when bridged with an NVLS account, can be used as a LEARN Mobile Companion on smartphone devices. There is an option to download this tool based on the type of smartphone (Android or iOS). Lastly, '**Mobile Hit Hunter**' (MHH) allows the consumption of NVLS Contributed Data within CarDetector Mobile. We have ability to turn on/off alerts for MHH as needed through the 'Filter Alerts' section.

The '**Filter Alerts**' section allows users to configure individual alerts based on 'Hot-List Source', 'Alert Type', 'Agency', 'Users', and/or 'Systems' when allowed by your Agency Manager. You may unselect these options to discontinue Hit Notifications for the services that you have selected (Email, TAS, MC, MHH). This prevents unwanted notifications and allows users to filter their alerts according to their preferences. *Note: Default for new Sources, Alerts, Agencies, Systems, and Users is always selected.*

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License Plate Query



The '**License Plate Query**' allows for the ability to do a "Quick Search" of all detections within the User's Detection data pool. You have the option to enter a Plate Number, or you may leave blank and all detections will return. You also have the option to select 'All Available Detections' or a specific 'Date Range'. If selecting Date Range, you will be prompted to select a 'From' date and 'To' date via Calendar tool. You can also quickly select a predefined map or create your own.

Quick Search

When entering a Plate Number within the Plate Number area, you may use one our Wildcard options to expand the search results. The following Wild Cards are available (*, ?, @, #, and [...]). The asterisk (*) will allow for any character replacements up to (7) characters. The question mark (?) will replace ANY single character. The 'at' symbol (@) will replace any single ALPHA character. The number sign (#) will replace any single NUMERIC character. Finally, the brackets will allow for multiple cases within the brackets; for example [38B] indicates any combination of the numbers 3, 8, and B (i.e. ABC12[3], ABC12[8], ABC12[B]).

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More Options

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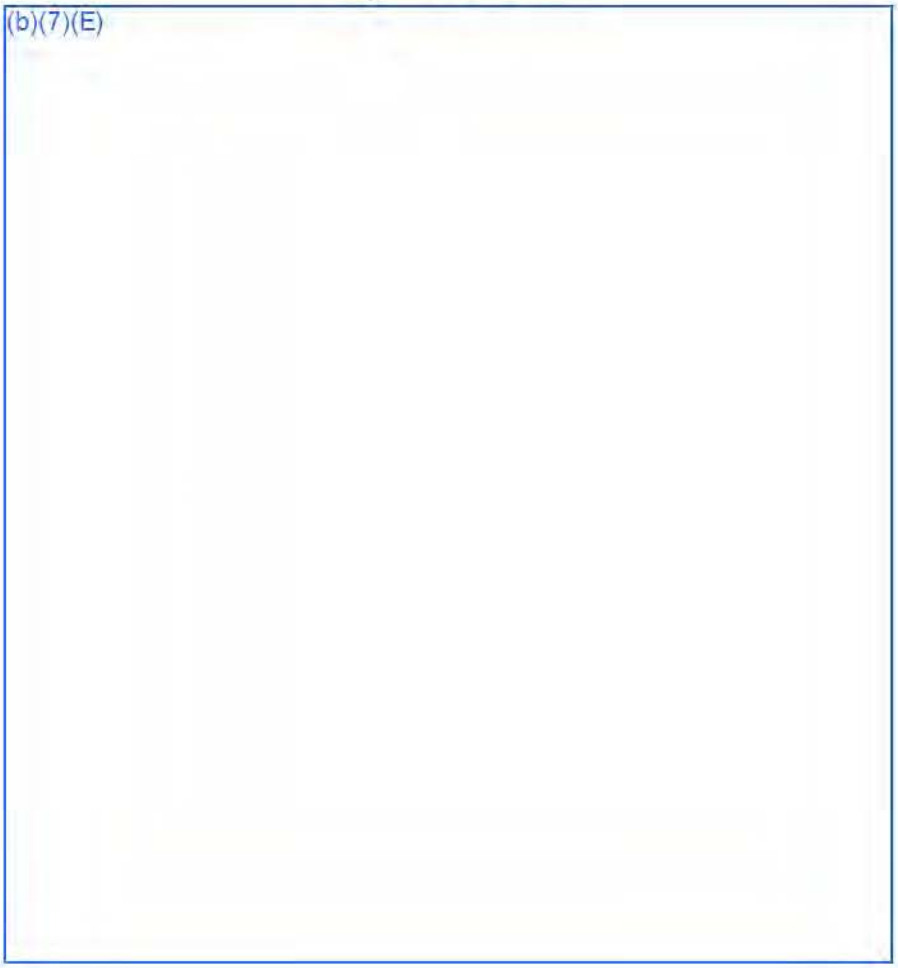
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Saved Searches

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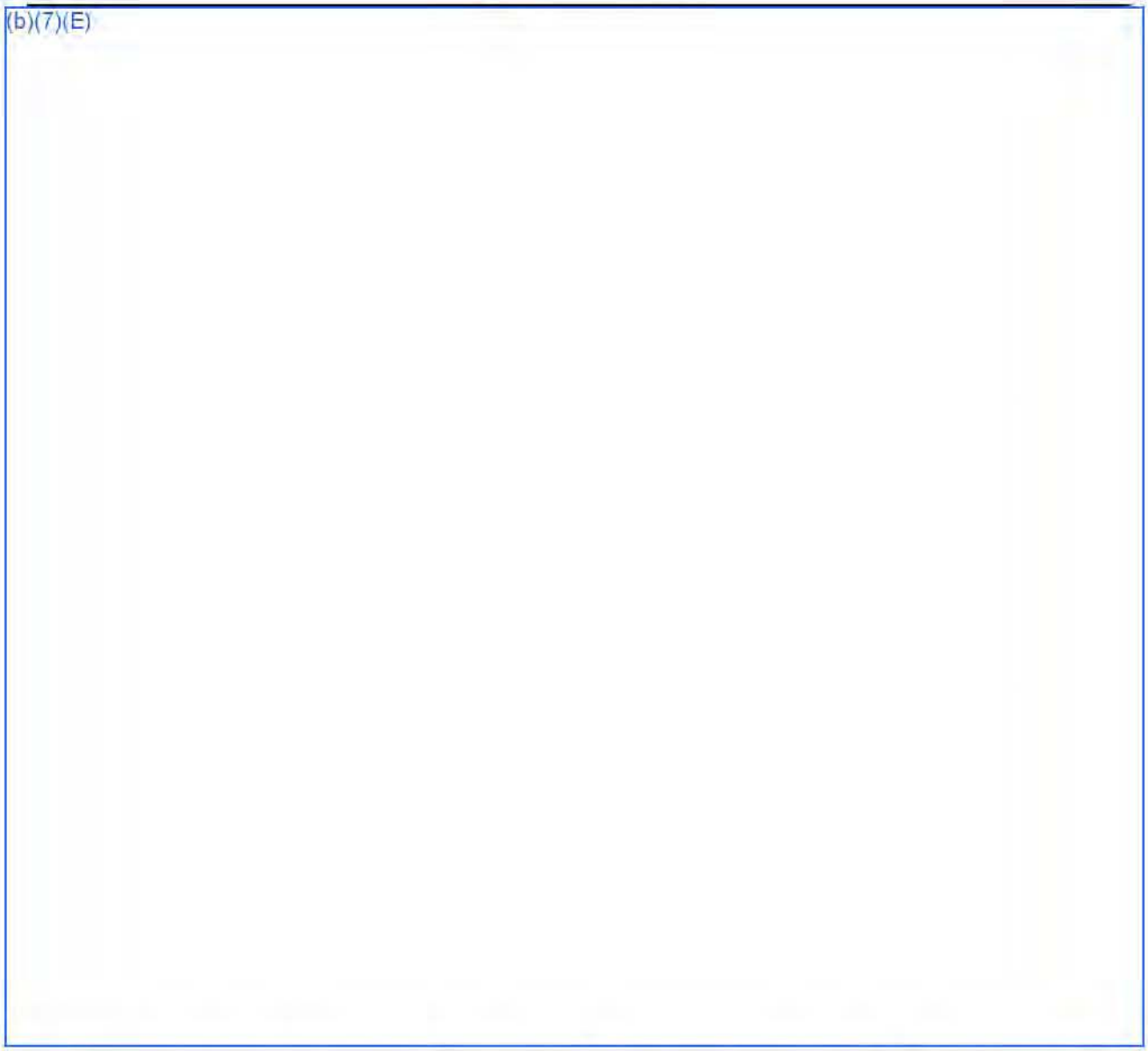




Search Results

When your search is returned, it will come back with multiple elements to assist in processing the results. The results will consist of a 'Film Strip' tool that allows you to visualize the scans in the order that is portrayed in the table. RED signifies that a Hit was created and BLUE signifies that no Hit was created. The bright red and blue signifies that the record is currently highlighted. As you can see below, it is possible for a Hotlist record not to generate a hit on every detection record matching. In this case, it depends on when the hotlist was loaded and whether the user selected Historical Hit generation.

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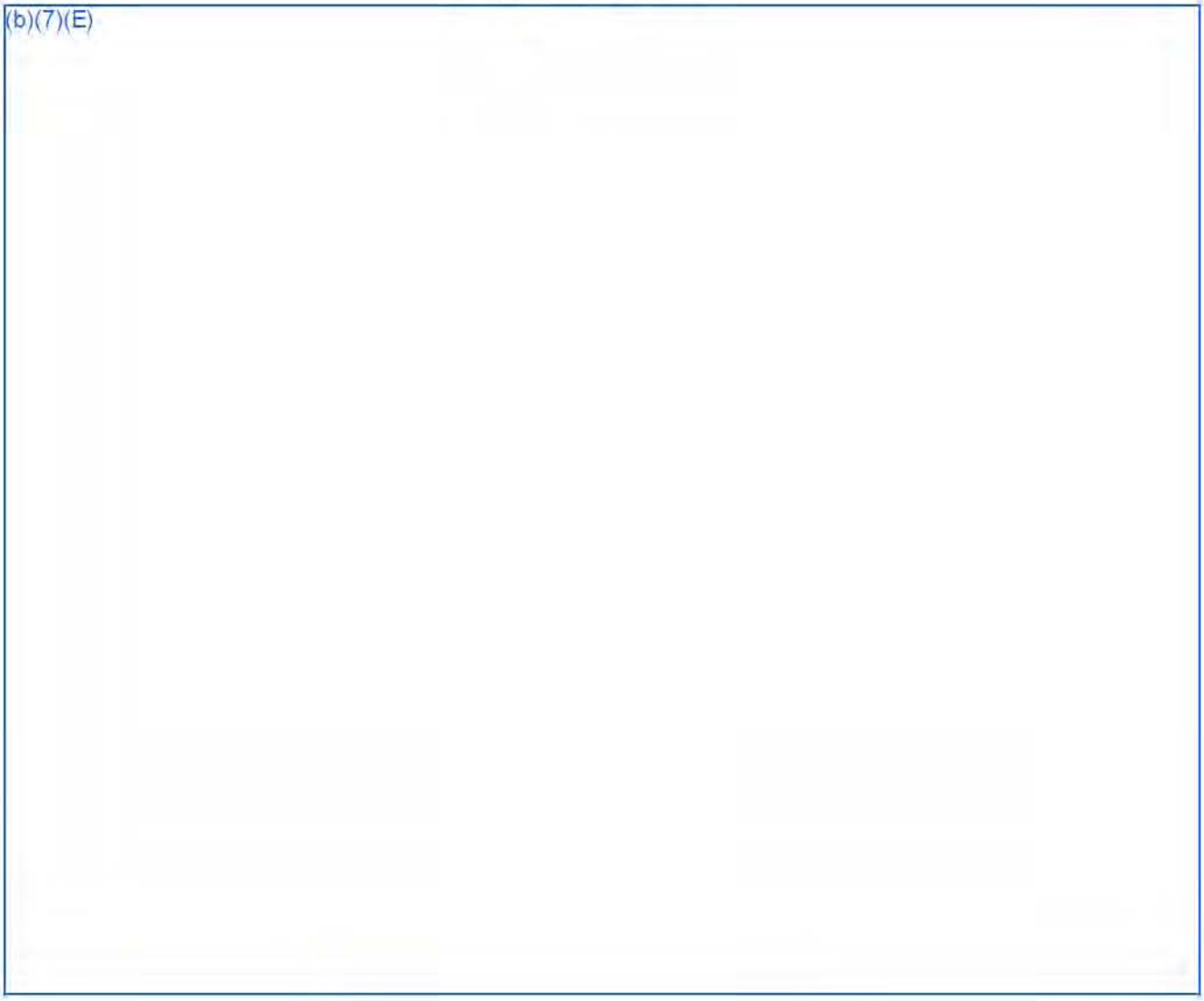


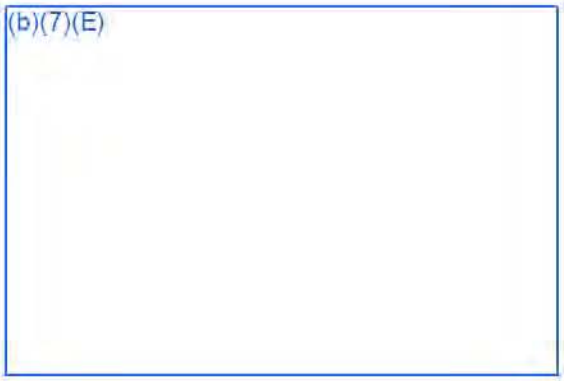
By default, the table will display the 'Color Overview', 'Plate Image', 'Plate', 'Date', 'Time', 'Scanned By' and 'System'. You can reorder the plates by selecting the headers at the top. For example, you may select the 'Date' or 'Time' filters and order in descending or ascending order. You may select 'Scanned By' or 'System' and change the alphabetical order. You may also customize the view by selecting the '**Customize View**' option. This will bring up a customization tool to add and remove columns to display. You may also change the order in which you display them.



When hovering over the 'Plate' column, you will be presented with a large bubble pop-up that displays the color overview in greater detail. If you wish to zoom further, you will need to select the record and click 'View'.




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When entering comments, we must enter a 'Subject Title', and the 'New Comment'. When finished, you must select '**Add Comment**' and the record will have a permanent comment appended to the record. The previous comments can then be expanded using the expansion option [+].

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If the user chooses to map the vehicle using the '**Map It**', they will receive a large map overview of the scan with the 'Vehicle Data', 'Scan Data', and 'Scanned By' information to the right of the map. Also, in the case of the detection being a 'Hit', they will also see the 'Hot-List Information' (Order No, Hot Plate, VIN, StateID, Order Date, Vehicle Make, and Vehicle Model). As with the previous view, the user has the option to 'Output Report' and/or 'Show Address'.

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If the user selects '**Show Address**', they will be presented with a pop-up that displays the 'Nearest Address' and 'Nearest Intersection'. The pop-up will also display the approximate distance to the address. If the user selects '**Output Report**', they will be presented with a Single PDF Report and be requested to choose a location to store the PDF.

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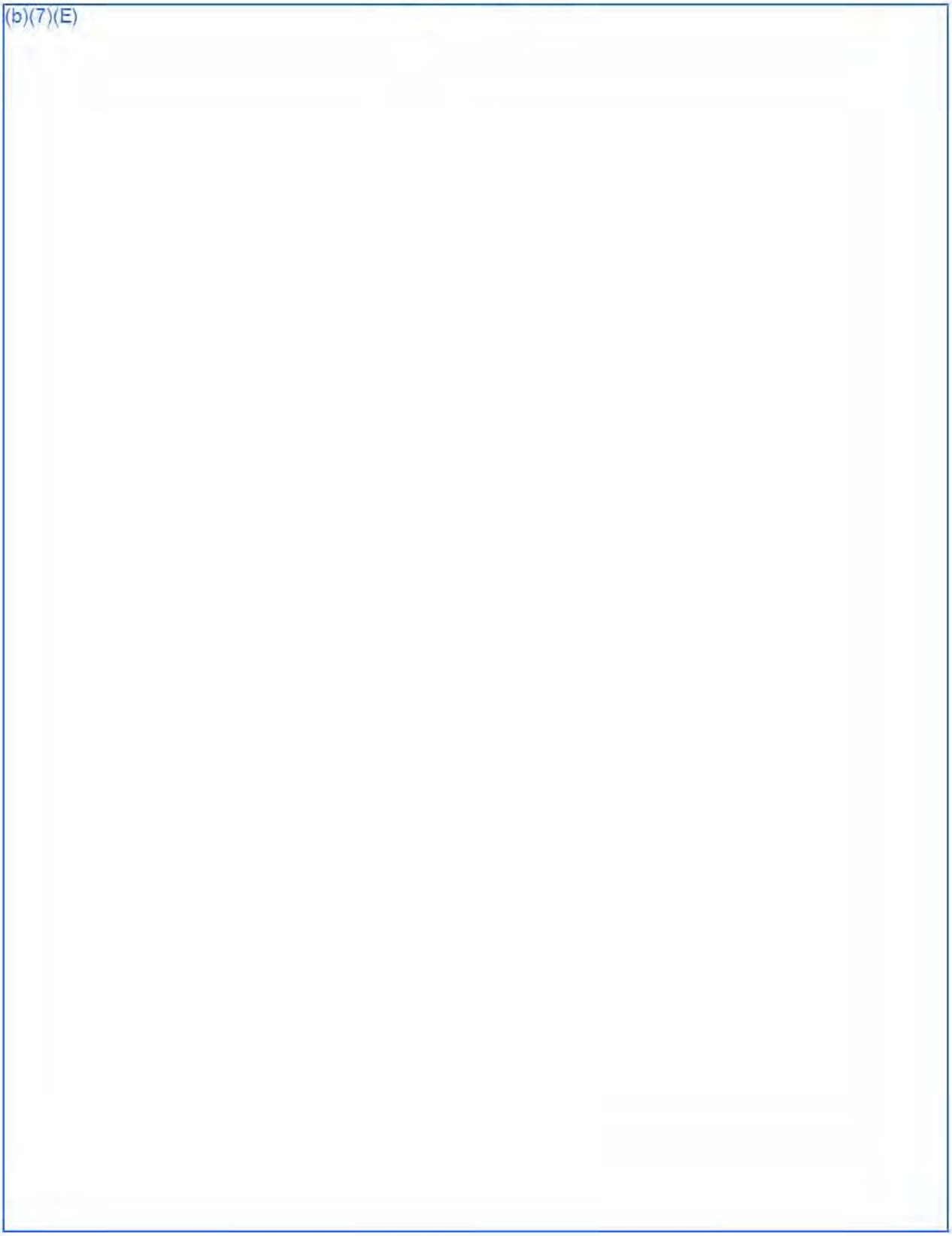
Output Report

Depending if the scan is a Detection record or Hit record, it will determine the type of report that is generated. For Hit Records, you will see the following on the Detail Info pop-up. Within the '**Hot-List Data**' will be the Alarm information (Hot Plate, Alert, State, and Type of Hit). Also, you will see the 'Record Detail', which will include RecordID, Date of Load, Source, VIN, Owner, Vehicle Year, Make, Model, and Color. If a Hit record is saved you will be presented with the following '**Vehicle Hit Report**' when you click 'Output Report'. Likewise, you will be presented with the following 'Vehicle Detection Report' for regular Detections.

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When outside the 'View Detail' pop-up, you will be presented with the following options when selecting '**Output Report**' with search results table. A 'Single Report – PDF' will save the report of a single record selected to a PDF file. A 'Single Report – PDF (All Selected)' will save multiple records selected with checkmarks to a single PDF file. Each will have their own 'Single Report' pages. The 'Multi Report – PDF' option will save multiple records selected with checkmarks to multiple PDF files. The 'Multi-Report – XLS' will save multiple records selected to an excel file. This is advantageous for viewing/ordering multiple columns for data analysis. When you configure the 'Customize View', the XLS will also show added columns within the report. When there are greater than 300 results selected, you will need to select 'Multi-Report XLS (No Images).

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Associate Analysis

Associate Analysis allows users to select multiple detections of a known plate(s) to determine if there are other license plate(s) commonly seen in close proximity to the known plate(s). When selecting plates of interest and then clicking on '**Associate Analysis**', you will be presented with the 'Analyze with Stakeout' pop-up box that allows users to alter their desired selections.

To the left, you will see an [X] where you may remove the record from the Analysis batch. You will see Plate Record # as it was seen in the main table, and will be presented with the 'Plate' read. You will be given the 'Time From' and 'Time To' options to control how far before and after the scan to look for an Associate plate. (b)(7)(E) n.

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** Continue to Stakeout Section for further information on Associate Analysis.*

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Hot-List Management

Upload Hot-List

Add Hot Plate



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Next, the System User will want to '**Select Hot-List Record Information**'. This is where we want to describe the record and assign it to a Hot-List pool. We have the option to enter the '**Order Date**' and the dialog box pops-up giving us the option to select a date. When not entered, it will be defaulted to the '**Date of Load**'.

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2018-ICLI-00035 1780

We are able to '**Assign Alert Level**' for a specific record. This option will alert the CarDetector System User of the severity of the alert. When configured in CarDetector an Audio Alert will notify the user of the serverity as well as display color coded level for the Alert (Low- Yellow, Medium-Orange, High-Red).





When adding a Hot Plate, we have the option to make the record expire after a given period by selecting the '**Make Inactive after**' option. After a specified amount of days, the record will become inactive but not be deleted. This allows for the record to become active again at a later time. Also, there is the option to create hits from previous detections. When selecting '**Generate historical Hits for last**', we can enter a specific amount of time to do historical hit look-ups. Essentially, this allows for the creation of hits of detections that are already on the system. This option can sometimes be useful for forensic data look-ups.



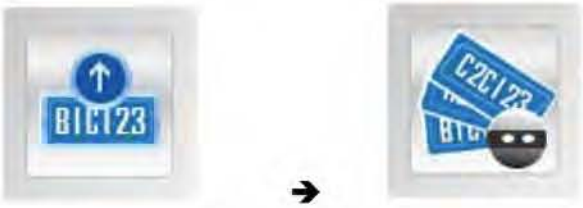
In the new version of LEARN 5.x, we now have the ability to add customized note fields into LEARN in the '**Add Custom Hot-List Fields**' section. We are now able to select up to (6) customized note fields. Select the check box to enter a 'Title' and corresponding 'Data'. For example:

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Manual Hot-List



Step 1: Select a Hot-List Template & Existing File



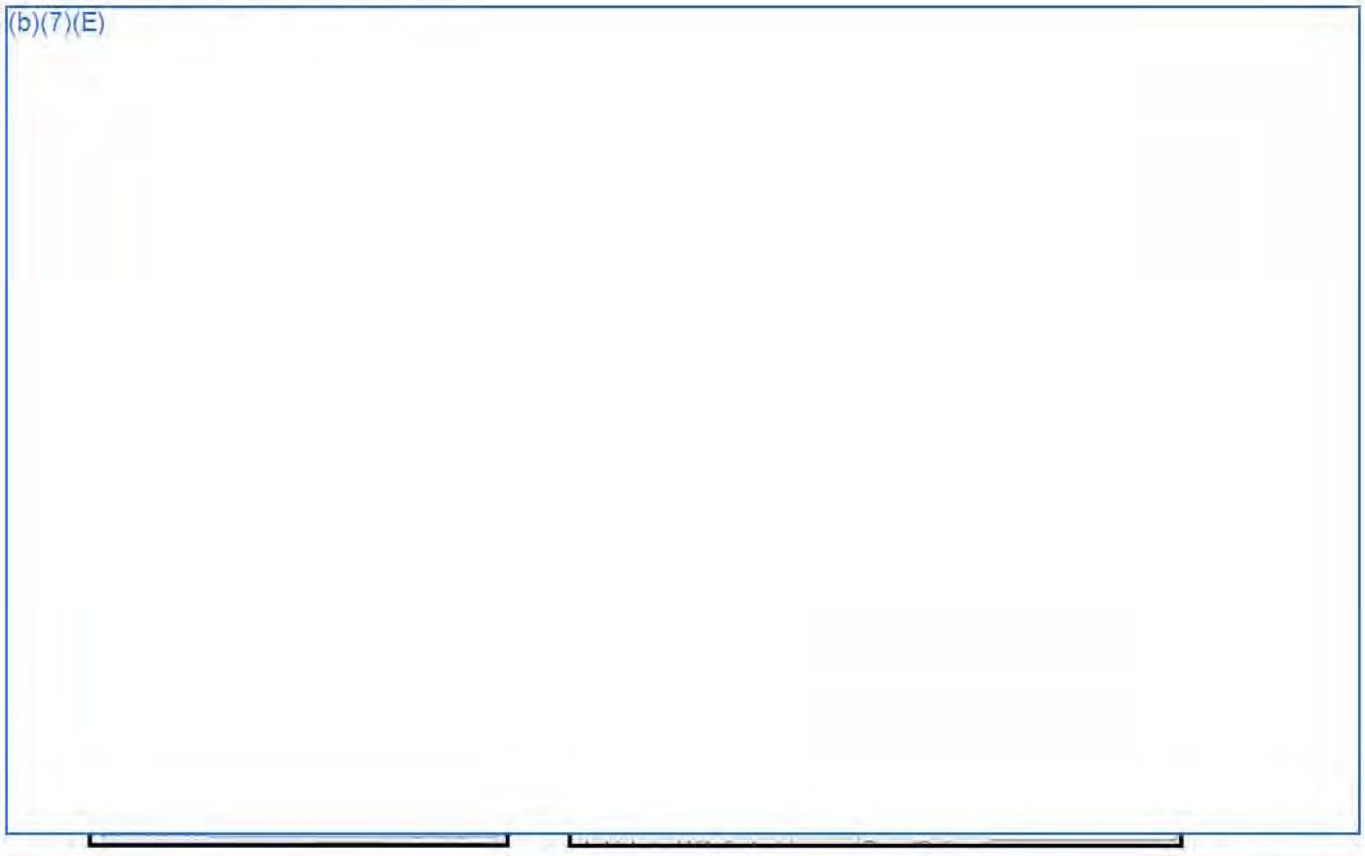
As a System User, you can upload a 'Manual Hot-List'. A Manual Hot-List is usually either a) temporary in nature or b) not automated and requiring manual updating. This list consists of numerous Hot Plate

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Step 2: Designate Hot-List Details

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Auto Hot-List



Auto Hot-Lists are typically larger files that are auto-generated from a federal, state or local system on a regular basis. Note: Due to the file sizes and numbers of records involved, it is recommended to contact Vigilant Support for assistance in connecting your LEARN account to an Auto Hot-List. When configuring

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Step 1: Create Hot-List Connection

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Step 2: Designate Hot-List Details

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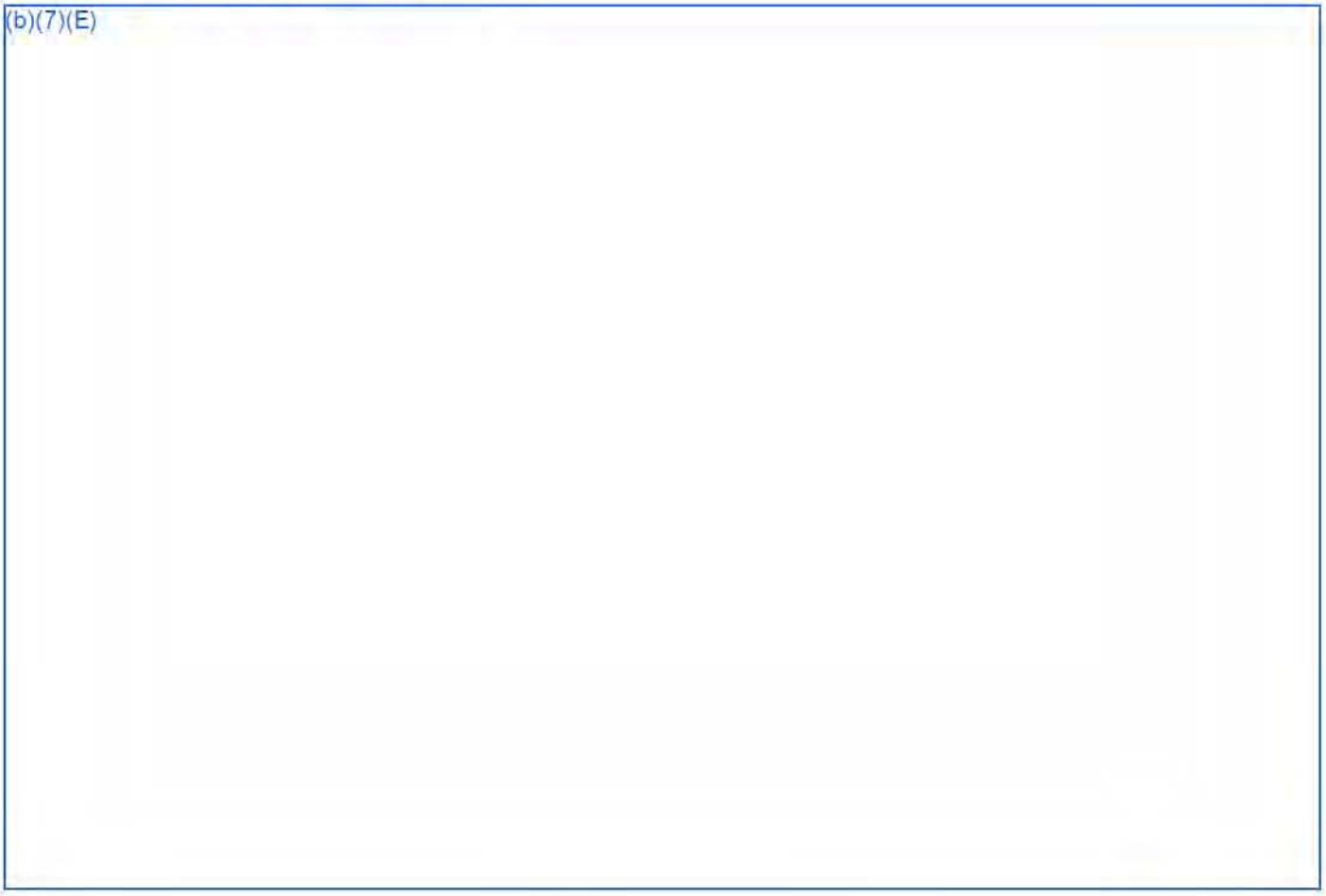
Step 2A: Enter the local server directory path

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Step 3: Create Hot-List update schedule

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Hot-List Templates

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Create / Edit Template



Step 1: Assign Hot-List Name & Description

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Step 2: Designate file headers and separators

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Step 2A: Designate file headers and separators

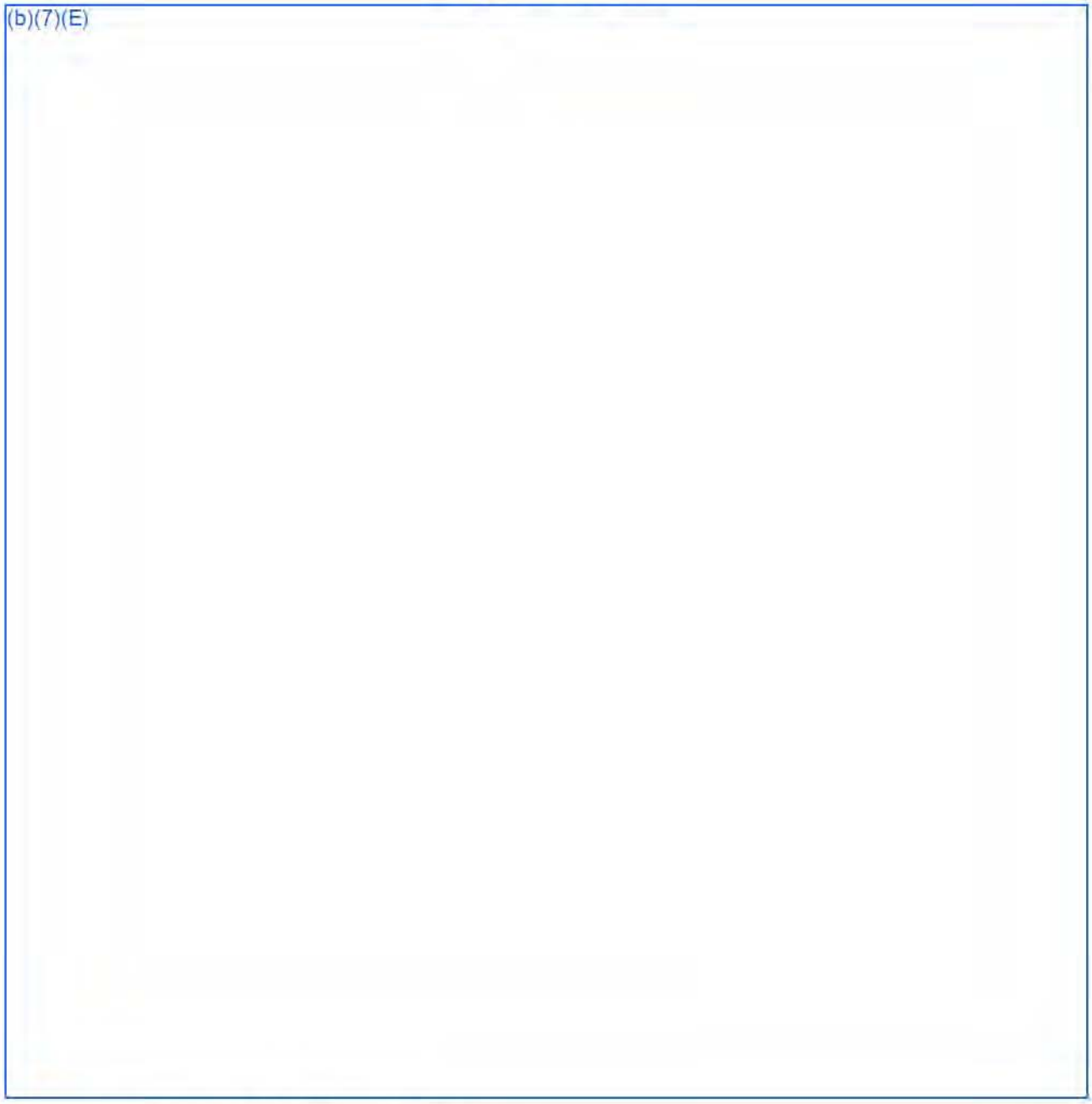
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Step 3: Select Hot-List Fields

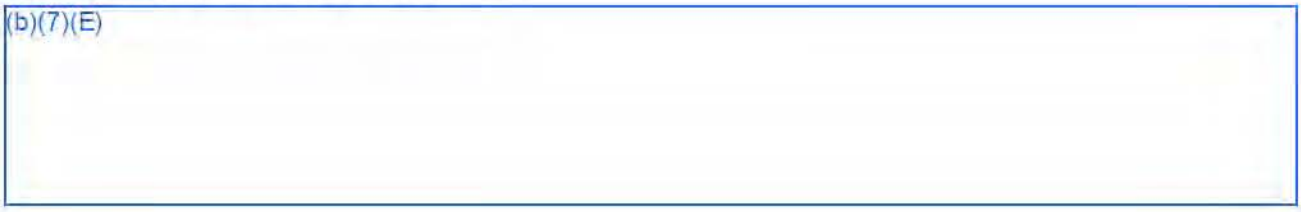
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Step 4: Enter a title for the Custom fields

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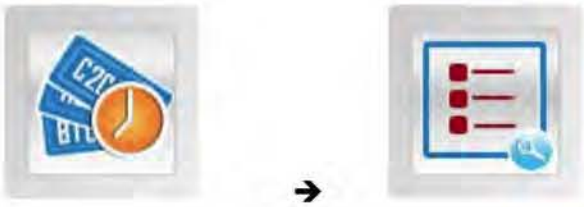
View Template



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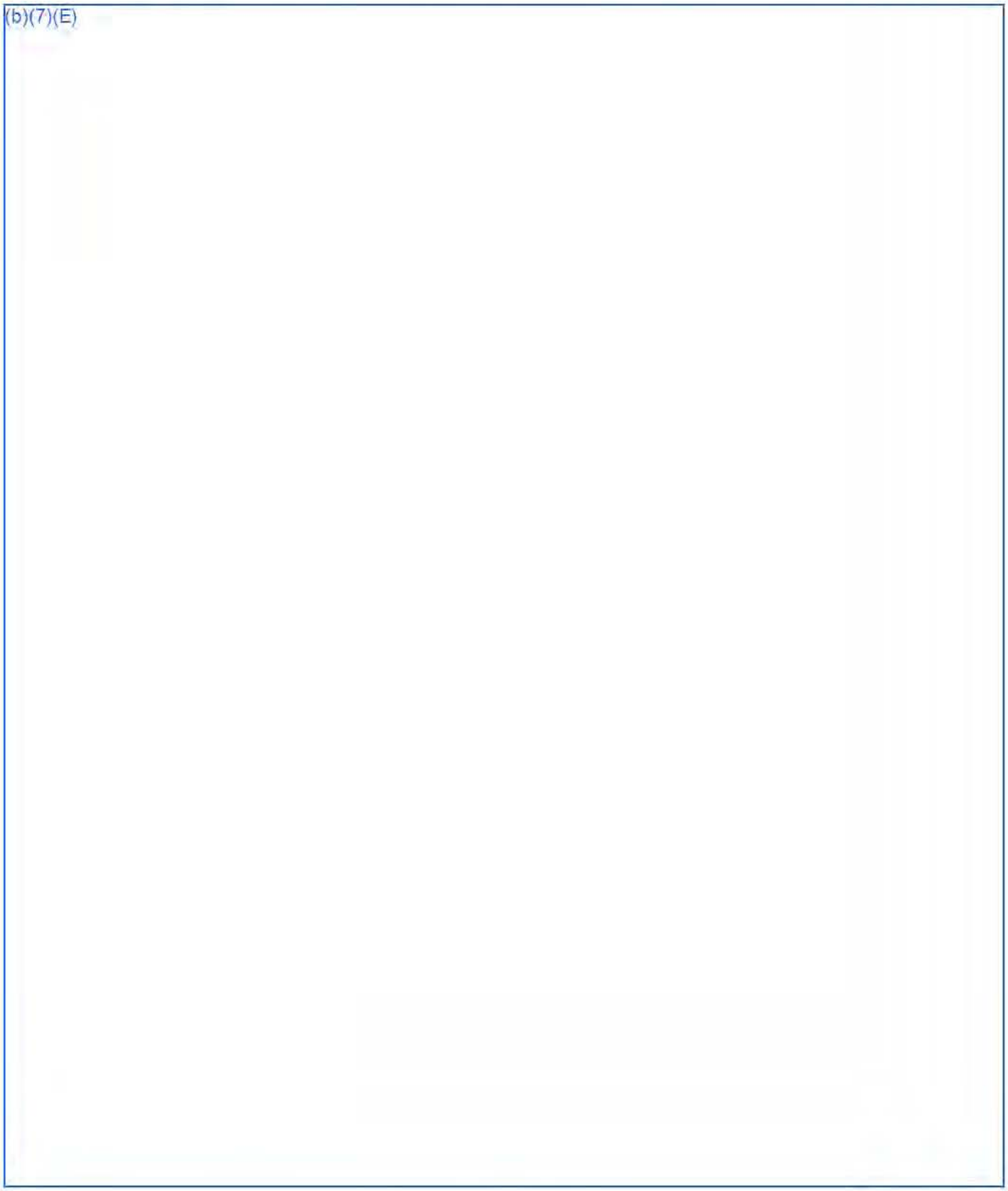
Searching Records



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List records with Comments'. When viewing a Hot-List, you may attach a personal comment to the record as seen below.

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Searching Files



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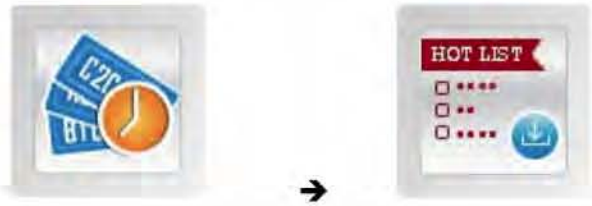

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2018-ICLI-00035 1800

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Make Base Hot-List

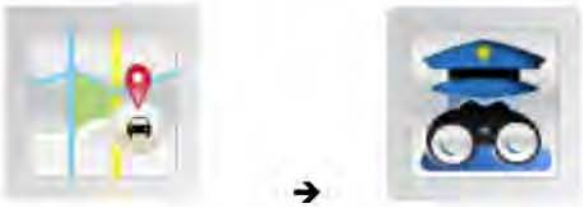


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Mapping Tools

Mapping Tools currently consists of Mapping Alert Service (MAS) and Scan Density Map.. Mapping Alert Service (MAS) allows the graphical representation of Hits against Agency Hot-Lists generated from both Agency generated LPR data, LPR data shared from other agencies, and data originating from Vigilant (data gathered under the National Vehicle Location System (NVLS), sometimes referred to as "Private Data"). The Scan Density Map allow for the graphical representation of the density of Hits and Detections in a given area; this is a helpful planning and management tool for user of mobile LPR systems to understand their LPR "coverage" and make adjustments to patrol patterns..

Stakeout



Search Criteria

Stakeout provides advanced browsing and analytical tools.. Stakeout allows a user to define one or more locations of interest, with associated dates and times (optional), to virtually "stake out" the location and view any "visits" that were made to the location(s) by LPR-equipped vehicles (agency-owned, shared, or commercial). (b)(7)(E)

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There are many mapping tools provided within the Stakeout application to help users define the exact perimeter(b)(7)(E)

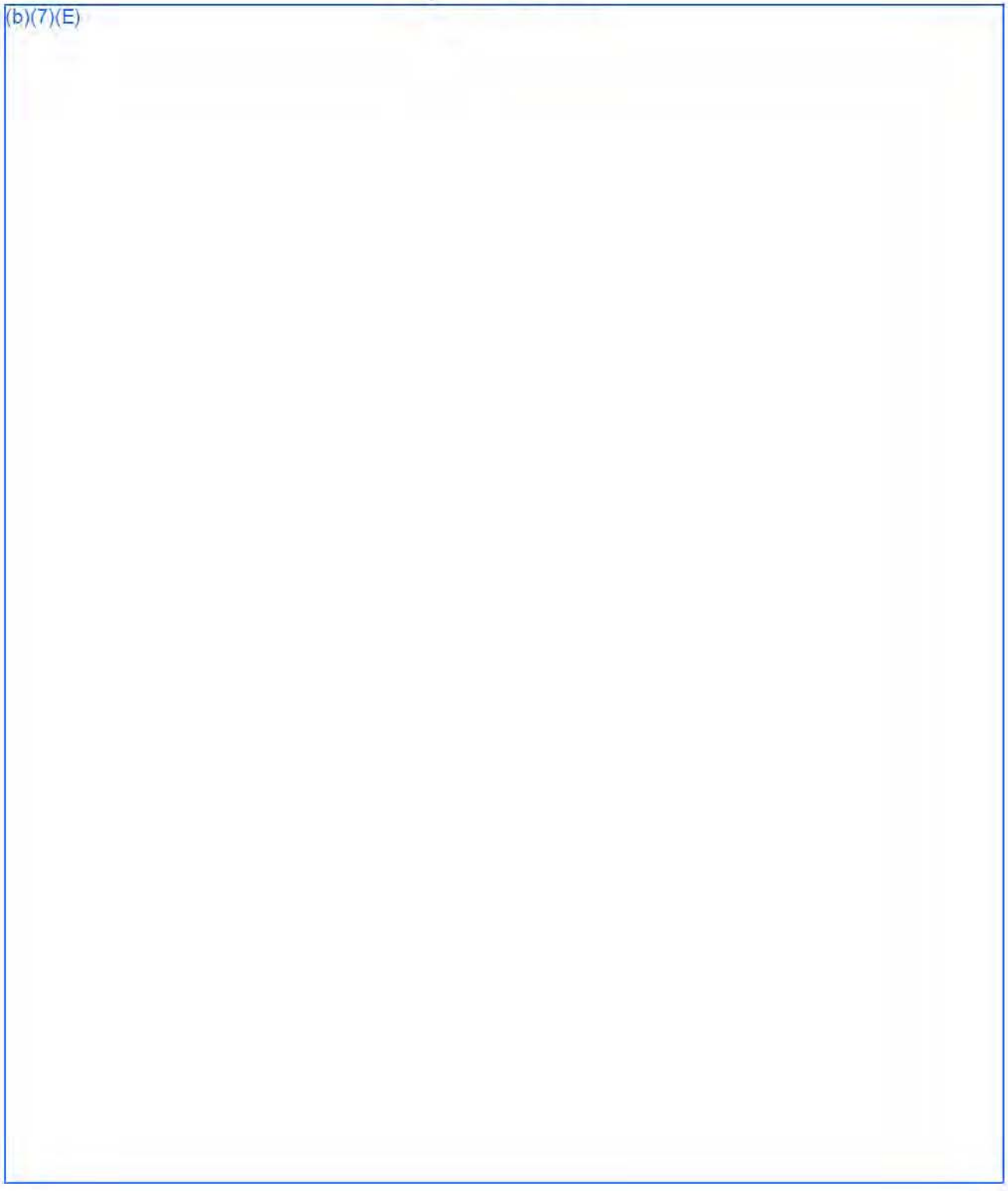
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type zone. This tool is useful in creating zones very quickly for city blocks. Lastly, the 'eraser' tool allows users to clear the map and attempt a new zone.

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Search Results

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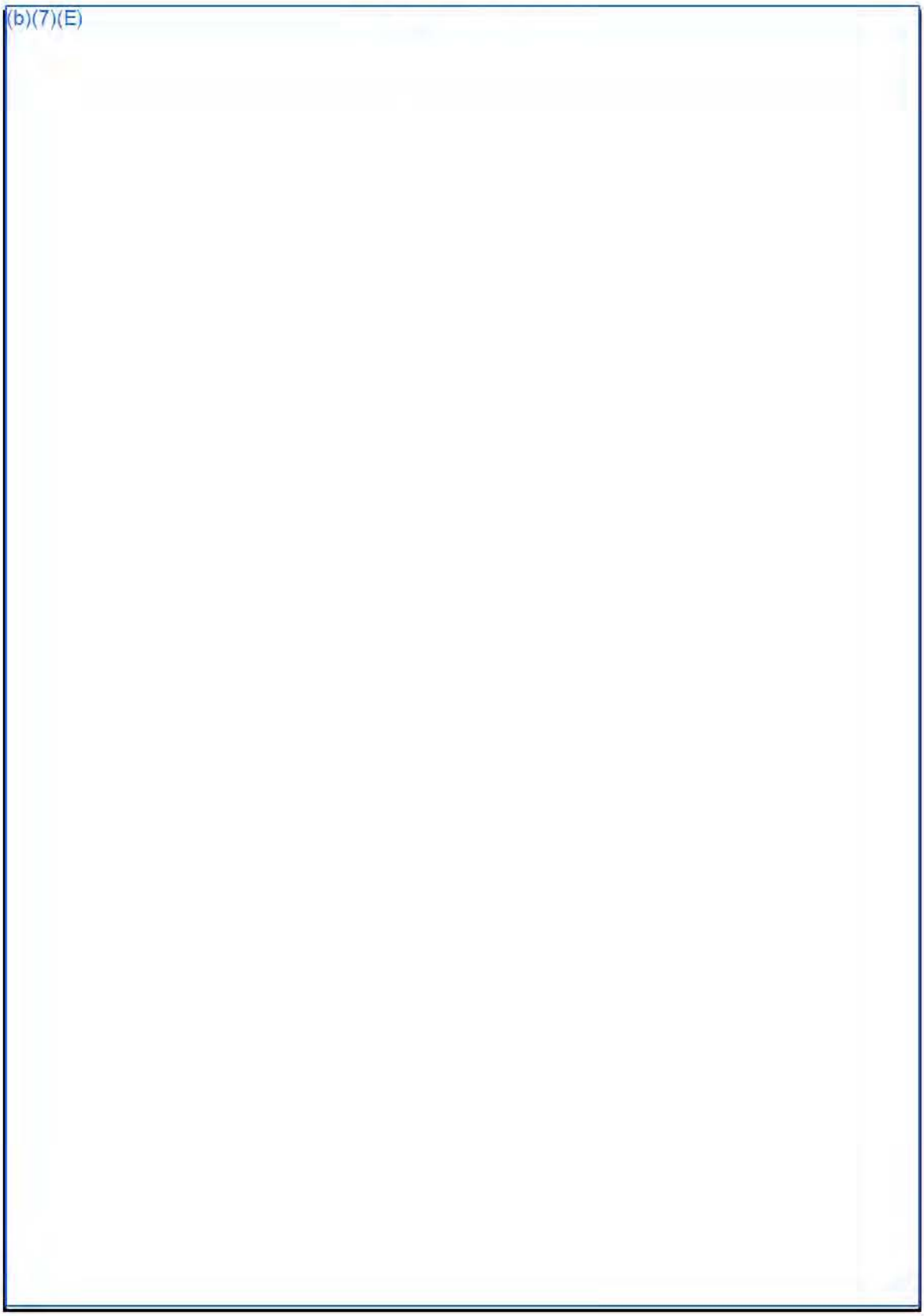


Output Report

When you have your desired data, you may output a report using the '**Output Report**' option. You will

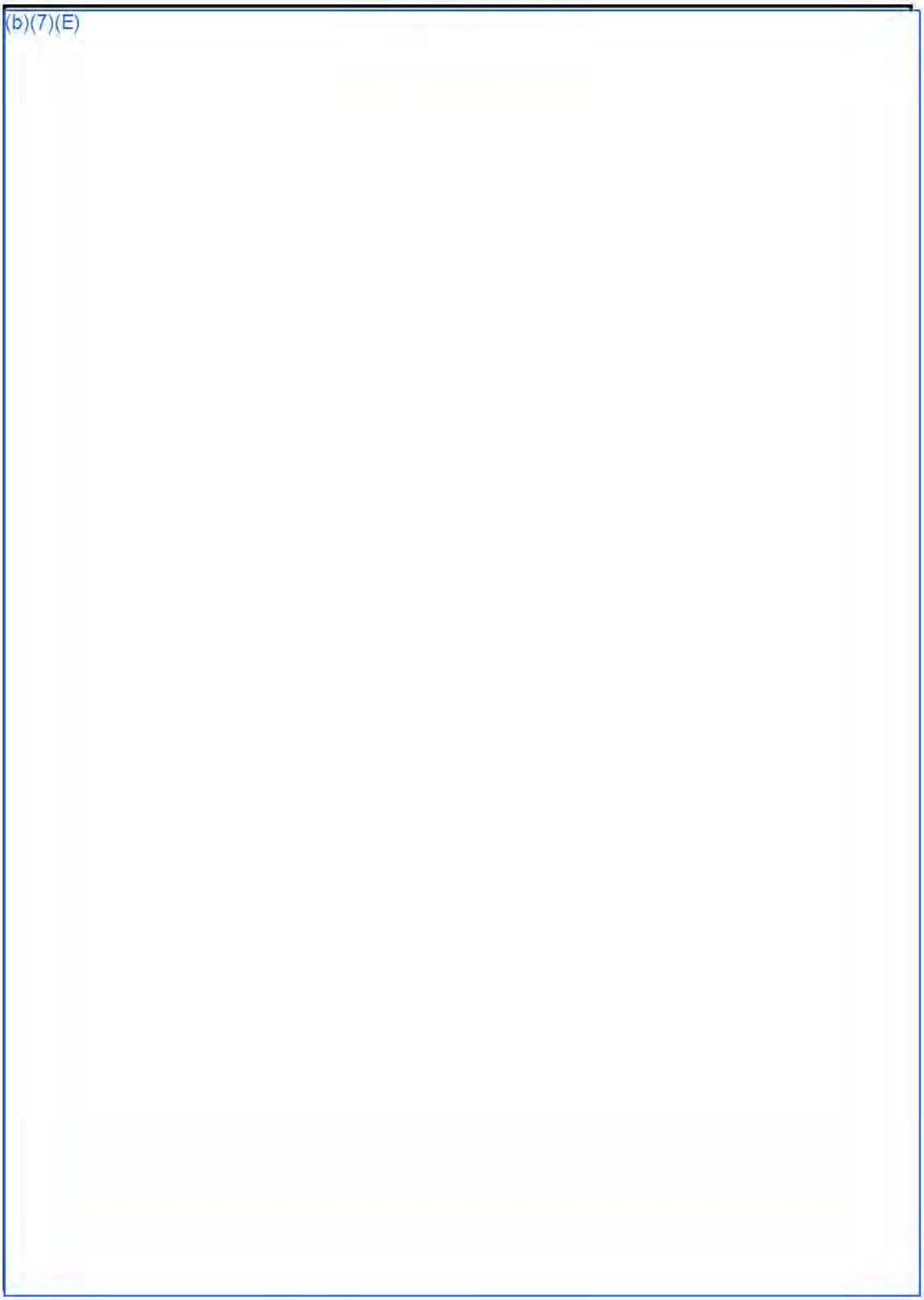


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2018-ICLI-00035 1807

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Common Plate Report

The Common Plate Report allows a user to find license plates common to one or more of the selected locations and/or visits. This is a useful tool for the investigation or pattern or serial crimes, to identify possible suspects and/or witnesses. This report is also used to conduct "Associate Analysis."

The Common Plate Report will consist of each Location (with one or more Visits) and a corresponding Map Overview of the geo-zoned location. It will also specify the 'Date Range' selected. Next, it will specify what plates the defined locations have in common. It will state, the number of locations it has appeared at and the 'Location (Frequency)'. For example: ***#1 (1), #2 (3)*** would denote that the common plate was scanned once at location #1 and three times at location #2. From these results, you are able to determine which plates have in common from multiple locations.

Associate Analysis

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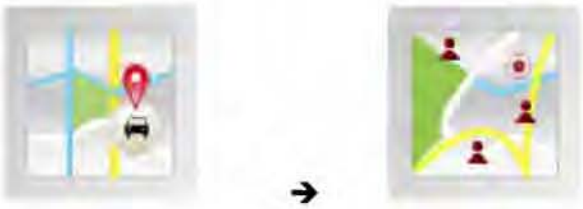
2018-ICLI-00035 1810

Save Search

Once you have a desired investigation of all the geo-zones selected, you may want to save the results to continue your investigation at a later time. In order to do so (b)(7)(E)

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Mapping Alert Service (MAS)



'**Mapping Alert Service (MAS)**' allows the graphical representation of Hits against Agency Hot-Lists generated from both Agency generated LPR data, LPR data shared from other agencies, and data originating from Vigilant (data gathered under the National Vehicle Location System (NVLS), sometimes referred to as "Private Data"). This is presented via icons within a Map layout with the option to filter by time, hot-list, and type of hit. Before utilizing 'MAS', the Agency Manager will need to assign '**Alerts**' and '**Hot-Lists**' to each user. Also, the Agency Manager will need to assign an icon for each alert using the '**Icons**' feature. By default, all LEARN users will have MAS permissions. *Note: A user's Hit permissions will affect what views they have within MAS.*

Search Criteria

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Searching

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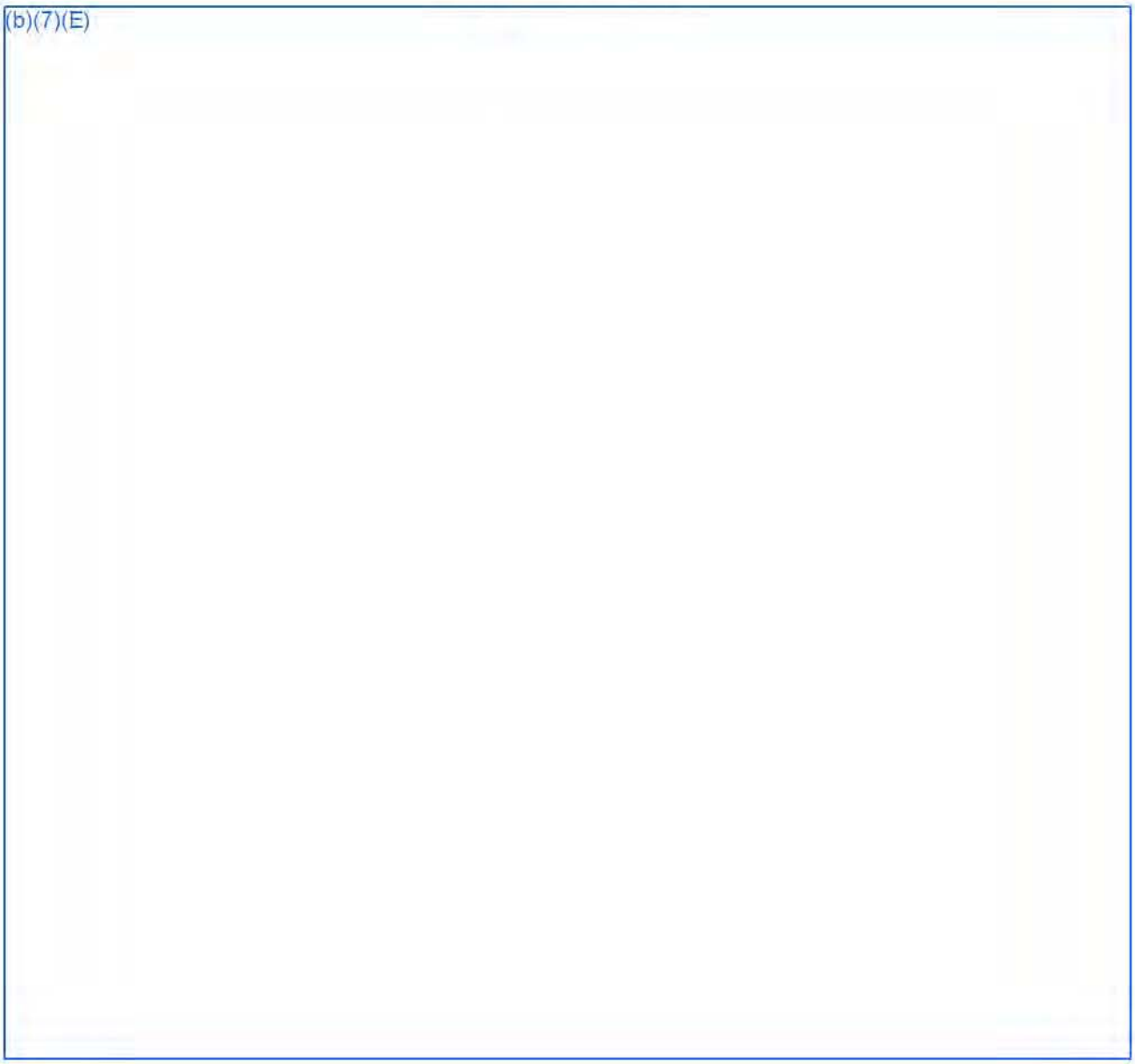


The 'filmstrip' tool allows for quick 'Color Overview' of the vehicle. The detail in the filmstrip will only include the 'Hot Plate', 'Scan Date', and 'Alert' name. You can see an example below.



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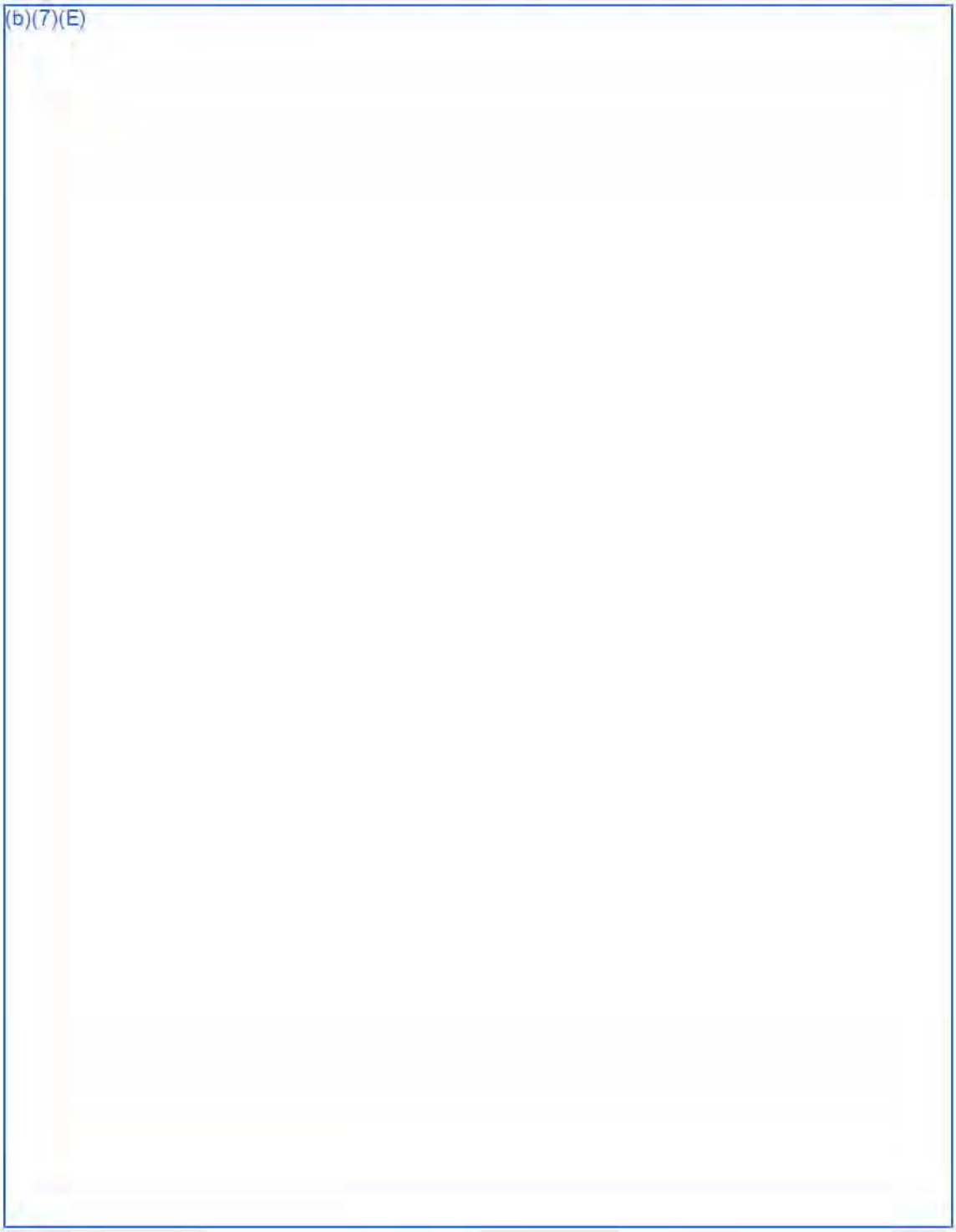
Reporting

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Mapping Alert Service also includes the option to create a '**LPR Hit Report**' in PDF format. By clicking on '**Output Report**' and not selecting any records, the Hit Report is generated. The LPR Hit Report is an overview of what was generated during MAS search. The '**LPR Hit Information**' will display Start/End Dates, Time Frame, Hot-List, Unique Hits, Total Hits, and Agency/User information. The '**LPR Hit Map**' should be an identical representation of the queried Map in MAS for the selected user view.



Density Map





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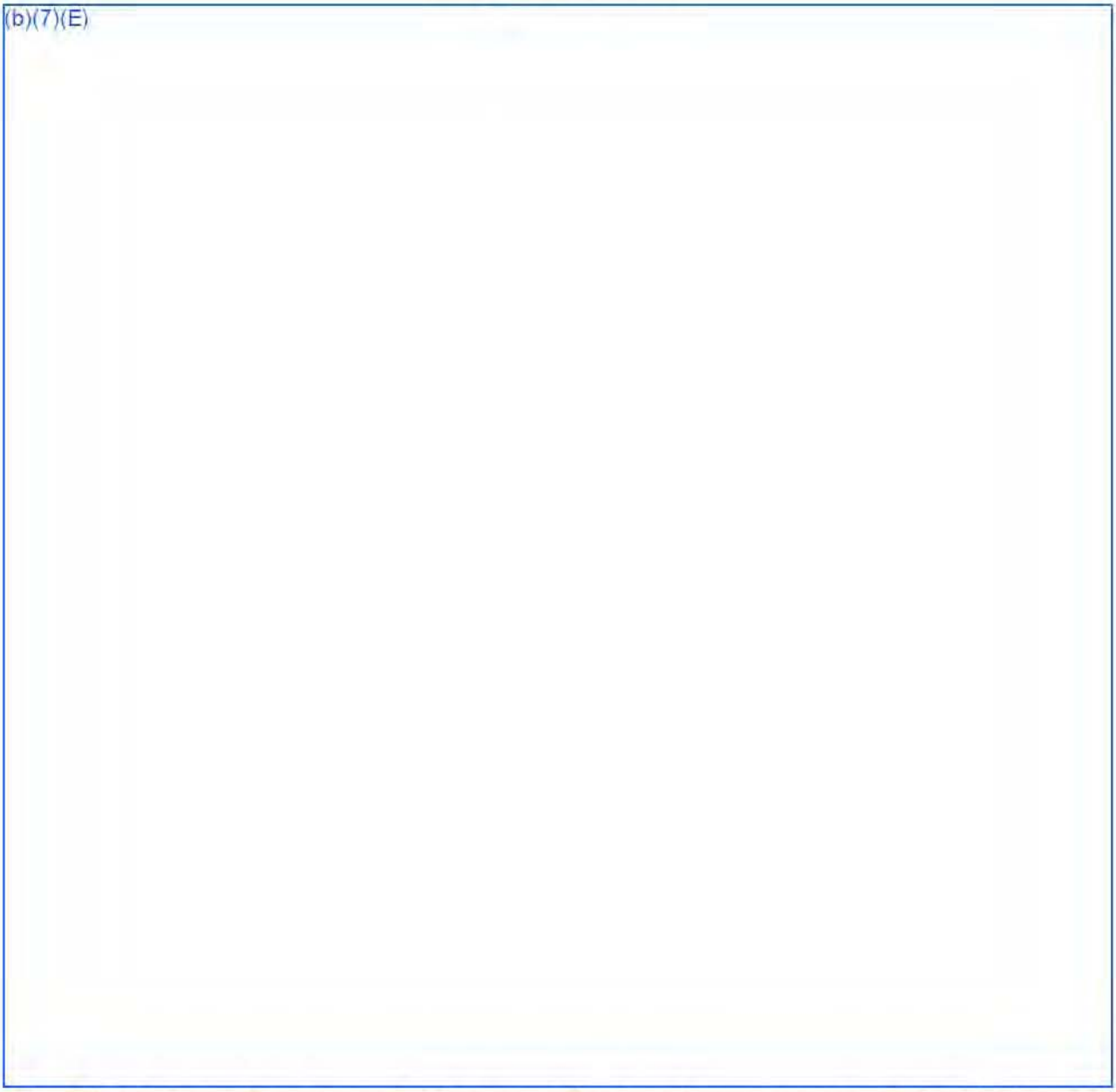
Search Criteria

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Searching

(b)(7)(E)

(b)(7)(E)



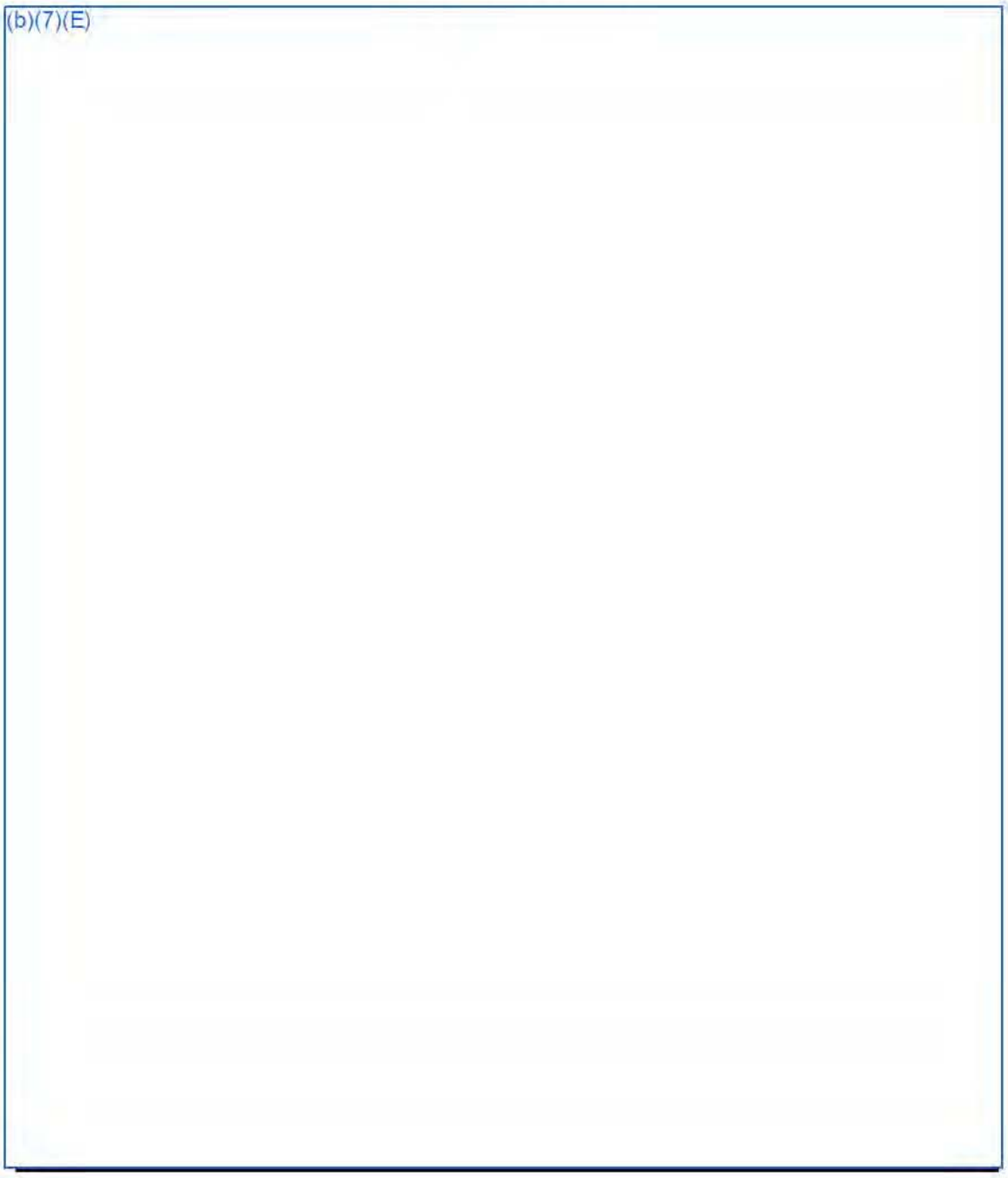
There is also the ability to increase and decrease image overly transparency using the '**Transparency Scale**'. You may also change the '**Scan Concentration**' from 'Normalized' to user-defined. Thus, you can make up your own density requirements. For example: you can alter the top number to be an exact number of 1000 scans. Anything greater than 1000 will be Red and anything less will be Orange, Yellow or Green. If the number of scans falls within the user-defined scale, it will display with the color associated with it.

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Reporting

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Dashboard



Dashboard statistics are used to give System Users and Users a comprehensive reporting location for volumes generated using client software. It allows for quick graphical environment that can be split into Pie Charts, Bar Graphs, or Spreadsheet tables. Statistics are calculated nightly and are accurate to within 24 hours. When analyzing statistics using Dashboards, you will notice the ability to filter and tweak the searches to recover volumes to suit nearly any situation. The 'Scheduled Reports' feature allows for reports to be generated at specific intervals and emailed to desired recipients automatically.

Activity Search

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Filters

Beyond 'Activity Search', we also have the ability to control '**Filters**' for '**Agency**', '**User**', '**System**' and '**Hot-Lists(s)**'. By default, '**Select All…**' is chosen for each filter option. We are able to turn off individual

filter components by simply unchecking each 'Agency', 'User', 'System' or 'Hot-List' listed. The lists will be dynamically updated based on new components being added. When an 'Agency Share' occurs, you will be able to view their 'Detections' from Users and Systems, and/or view 'Hot-List(s)' sources that were shared. When using 'Filters' for 'Data Contribution Type - Hits', you will be presented with additional 'Alert Type' filter options for each Hot-List 'Source'. From these filters, we are capable of defining which detections or hits are viewable in the display.

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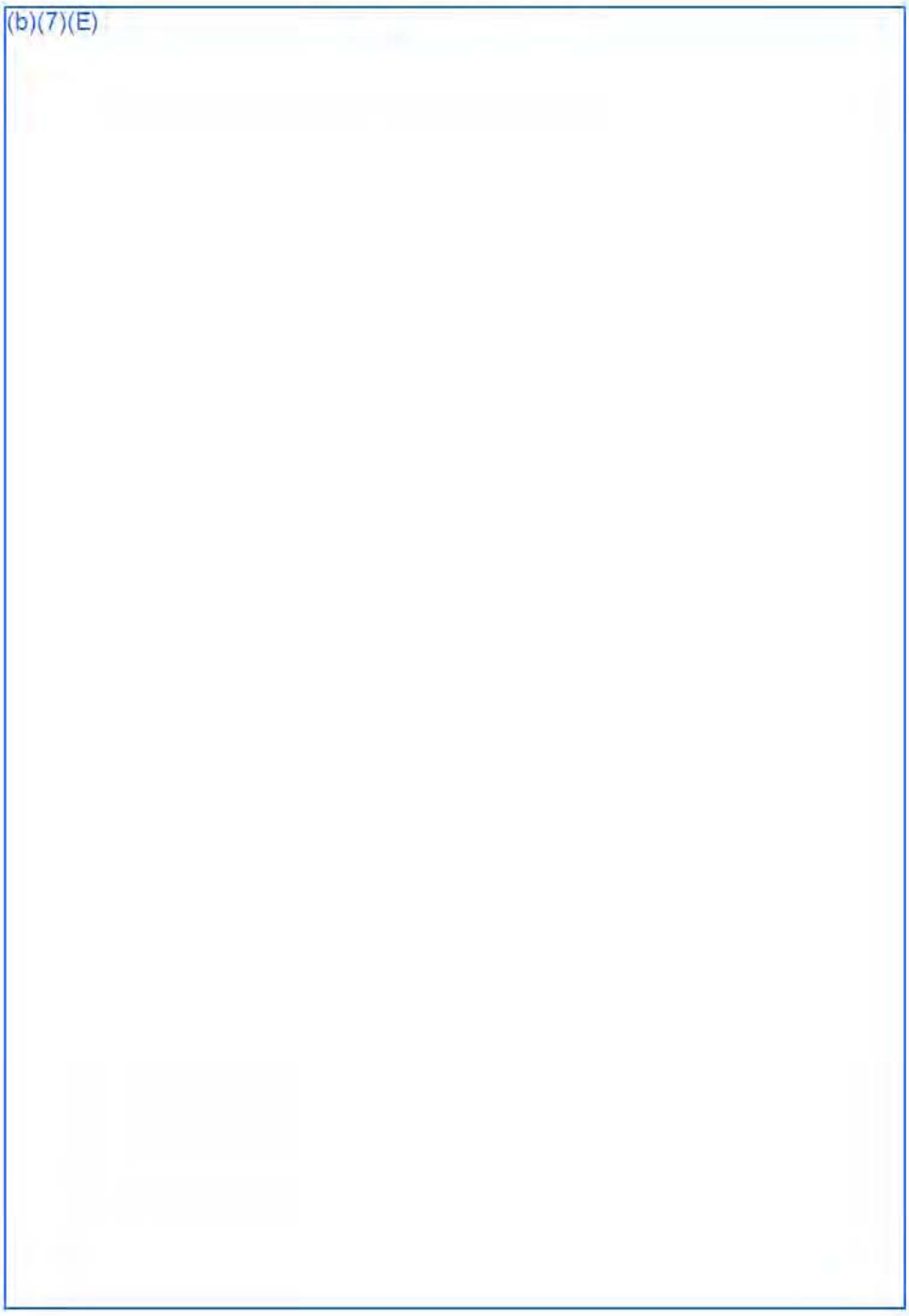


Pie Charts

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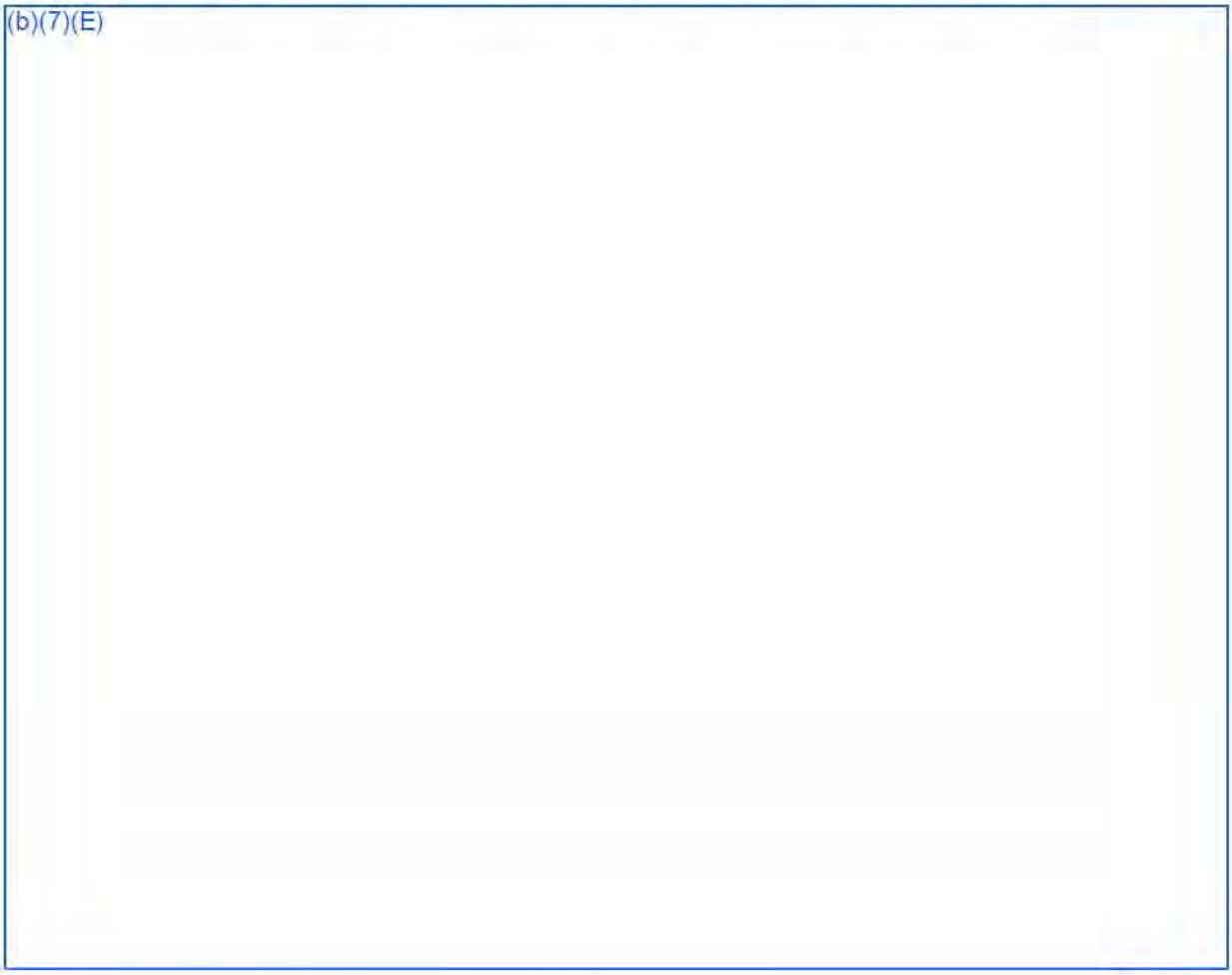


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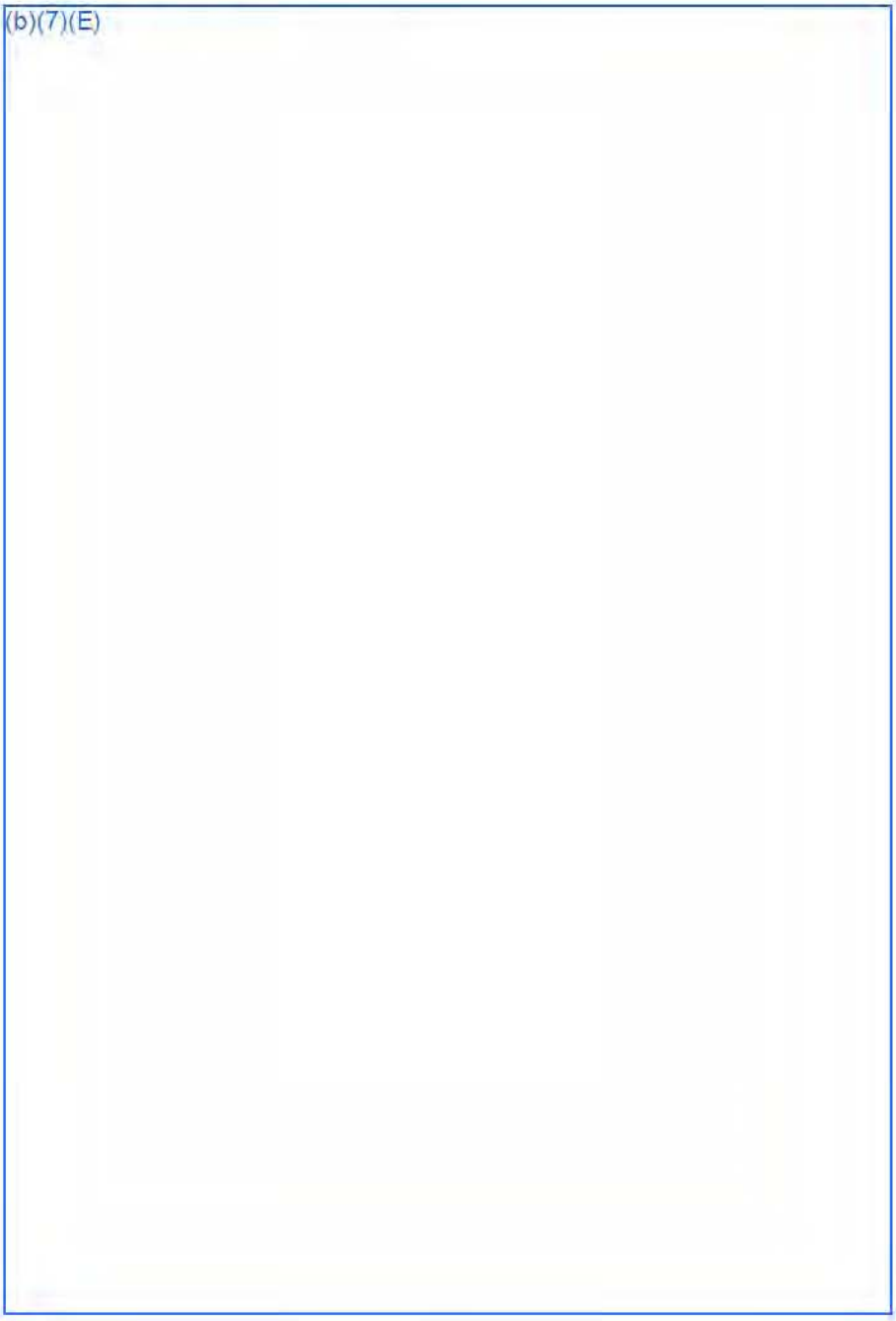


When displaying the Pie Chart, you may hover over each piece and view the corresponding statistics in a bubble overview. For some pie statistics, they will be batched together if the ratio is too small to distinguish a ratio. In this case, you will see the first and last key separated by hyphen. By clicking on the magnifying glass, you will be presented with a '**LEARN – Dashboards Detail**' view. This allows for a detailed table with key, ratio descriptions, and counts. Within the 'Detail' view, there is an option to '**Output Report**' to a PDF format. The report will include current view of Pie Chart and Table.

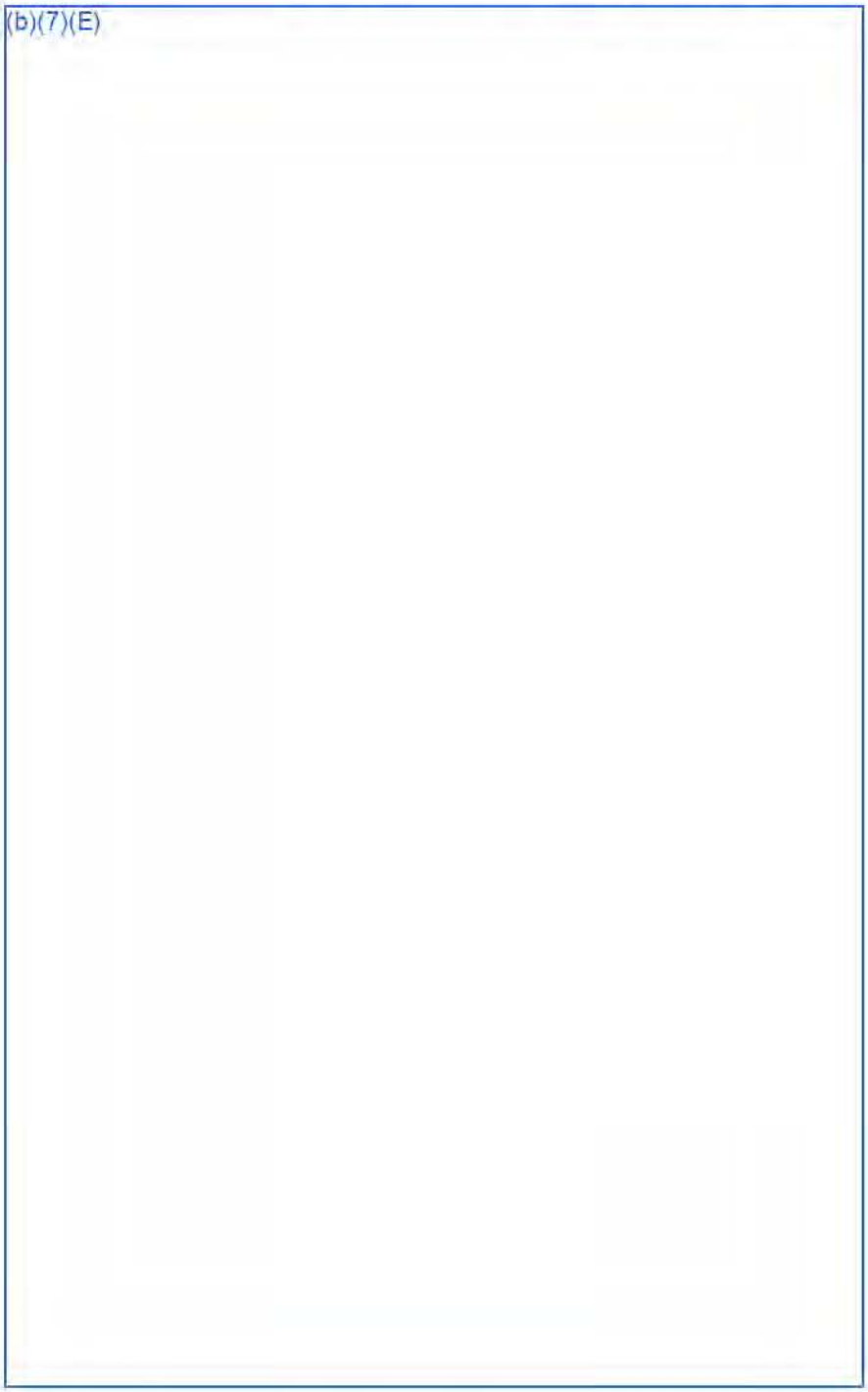


Bar Graphs

When viewing dashboard statistics using '**Bar Graphs**' mode for type '**Detections**', you will be presented with a bar graph for 'Agency(s)', 'Hot-List(s)', 'User(s)', System(s)', 'Accuracy', and 'Hit Ratio'. '**Agency**' will display detection amounts from each Agency that are currently within the System User's data pool and within the chosen 'Duration'. '**Hot-List**' will display the Hot-List amounts of all available Hot-Lists within the System User's data pool. This will include shared 'Hot-Lists'. '**User**' will display detection amounts for each User selected from each Agency available. '**System**' will display detection amounts for each System selected from each Agency available.



When viewing dashboard statistics using '**Bar Graphs**' mode for type '**Hits**', you will be presented with a bar graph for 'Agency(s)', 'User(s)', 'Hits By Source', 'Hit Ratio', and 'Alert Types' by Source. '**Agency**' will display hit amounts from each Agency that are currently within the System User's data pool and within the chosen 'Duration'. '**User**' will display hit amounts for each User selected from each Agency available. '**Hits By Source**' will display the ratio of Hits for each Hot-List Source. '**Hit Ratio**' will display the ratio of 'Detections' vs. 'Hits'. 'Alert Types' by Source will display the ratio of hits for each 'Alert Type' within the Hot-List. Each 'Hot-List Source' available, will be listed with 'Alert Type' amounts.

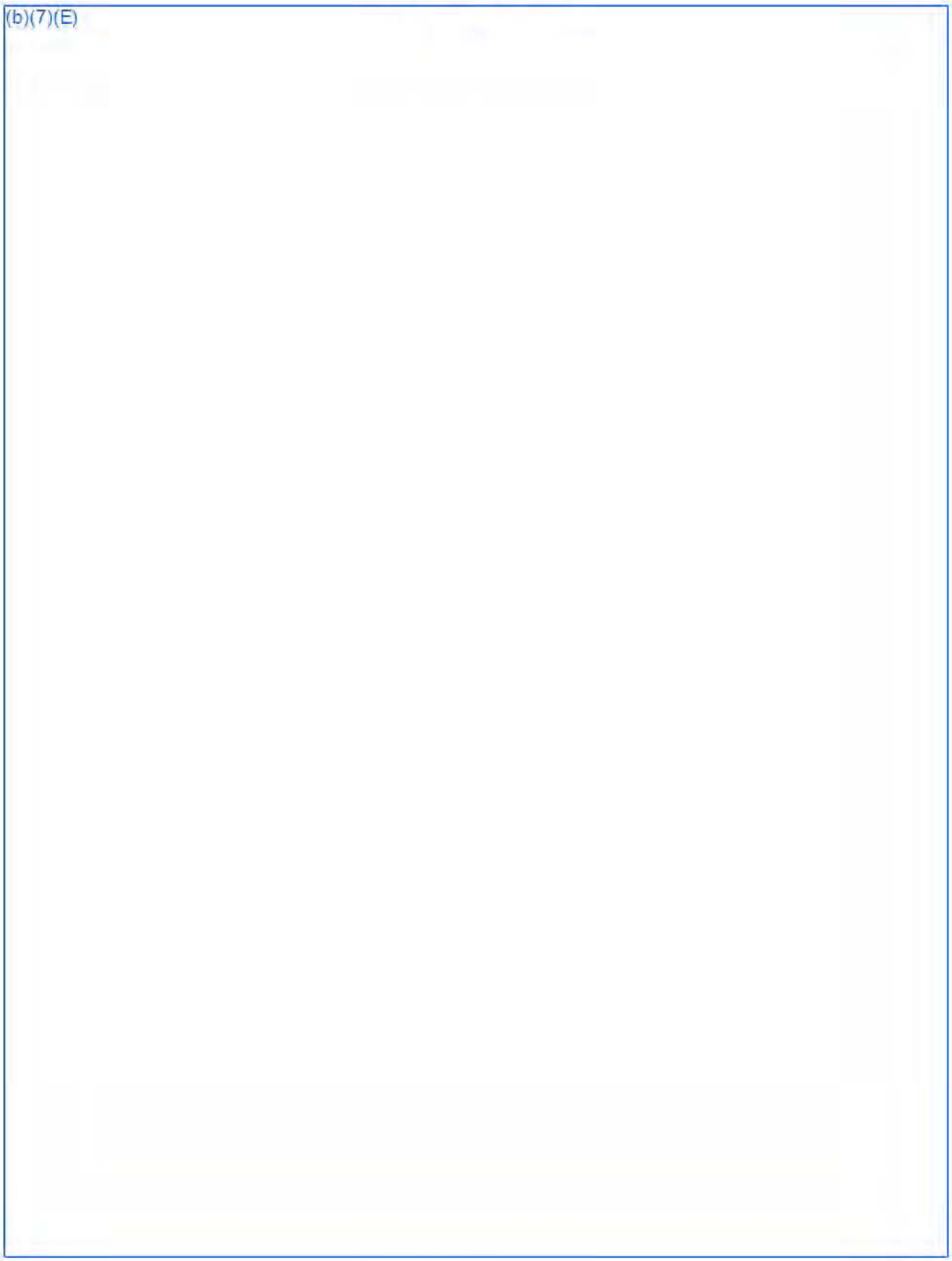


When displaying the Bar Graph, you may hover over each bar and view the corresponding statistics in a bubble overview. For some bar statistics, they will be batched together if the amounts are too small to distinguish between the other elements. In this case, you will see the first and last key separated by hyphen. By clicking on the magnifying glass, you will be presented with a '**LEARN – Dashboards Detail**' view. This allows for a detailed table with key, element descriptions, and counts. Within the 'Detail' view, there is an option to '**Output Report**' to a PDF format. The report will include current view of Bar Graph and Table.

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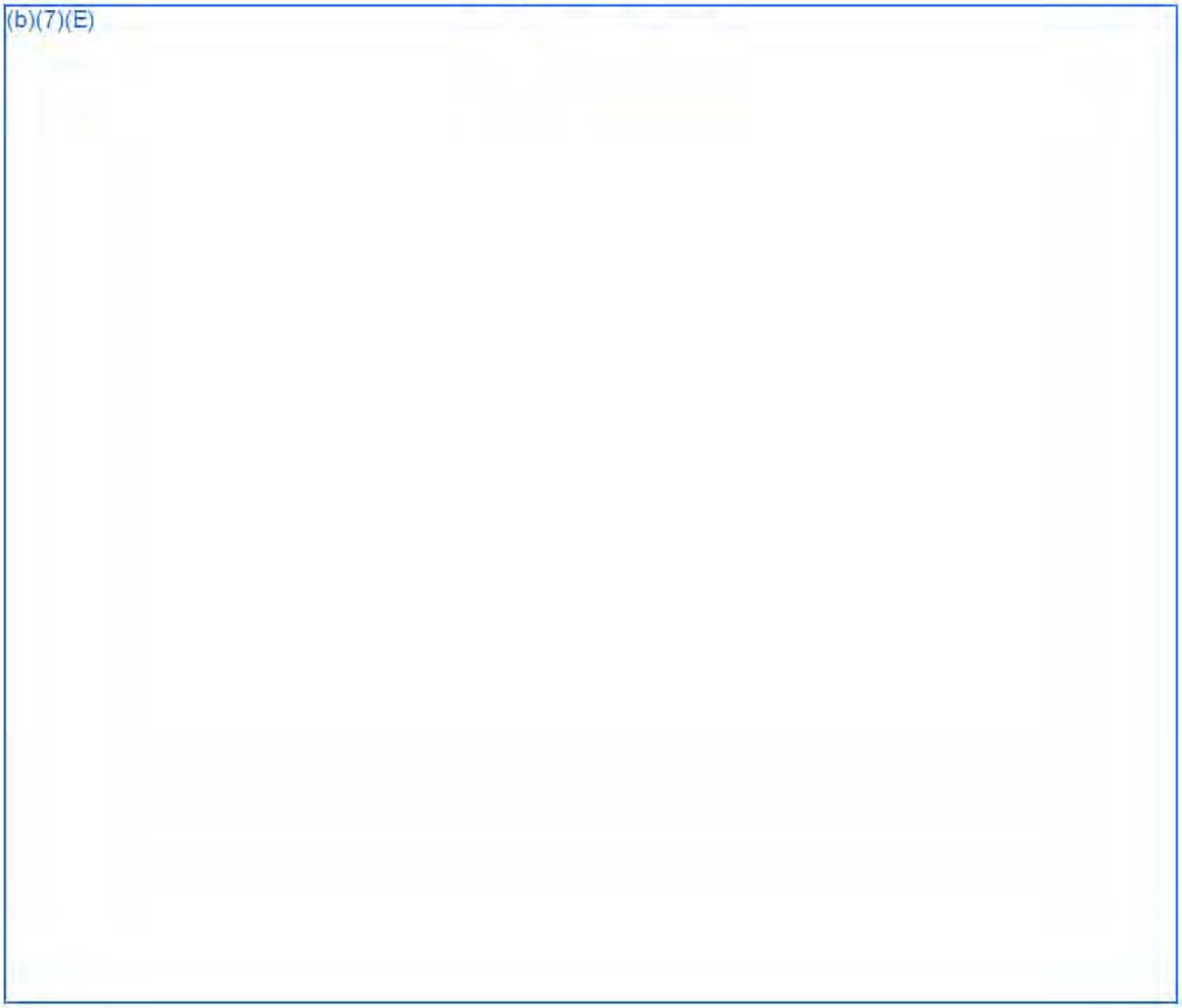
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Data View

When viewing dashboard statistics using '**Data View**' mode for type '**Detections**', you will be presented with a default table that shows the 'Time Period', 'Users', ' Total Detections', and 'Total Hits'. Just like with 'Pie Charts' and 'Bar Graphs' modes, we are capable of controlling the 'Agency', 'User', 'System', and 'Hot-List' filters to control the table output. When viewing dashboard statistics using 'Data View' mode for type '**Hits**', you will be presented with a default table that shows the 'Time Period', 'Users', and 'Total Hits'. Just like with 'Pie Charts' and 'Bar Graphs' modes, we are capable of controlling the 'Agency', 'User', 'Hot-List(s)', and 'Alert Types' for each Hot-List using the filters to control the table output.

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Scheduled Reports

By selecting the '**Schedule**' button below the 'Data Contribution' header, you will be presented with an extensive scheduling option. You can select which days of the week to distribute report via Email under the '**Schedule Delivery**' header. For each day of the week, you can edit up to (3) times to receive a message per day. *Note: currently, these times are listed in EST time-zone.* Once the schedule has been selected, you may configure the '**Select Reports for Delivery**'. The left column will list the 'Available' reports while the right column will show the 'Included' reports. To add or remove reports, simply highlight the desired report and click the 'Add' or 'Remove' buttons. Lastly, you will need to specify the 'System Type' and 'Data Duration'. Finally, while setting up scheduled reports via email, you will be prompted to input an email address for the recipient of the report. Multiple email address may be entered and separated by a semi-colon. Once the changes are complete, select 'Update' to save your changes and 'Start' to begin receiving the Scheduled Reports.

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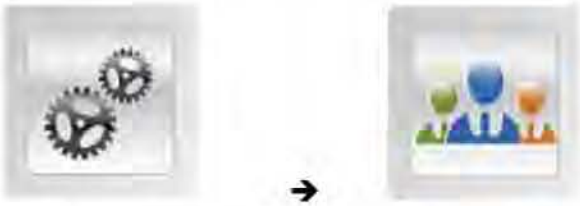


Note: Each report will be sent in a single email attachment. For Pie Charts and Bar Graphs, they will be sent in PDF format. For Data View Reports, they will be sent in CSV format.

Other Functions

Other Functions is a section dedicated to less used tasks such as contacting Agency Managers, manually uploading detections, or links to external websites like NVLS. This section will continue to hold tasks and functions that do not apply to other sections listed on the 'Home' page.

Contact Manager(s)

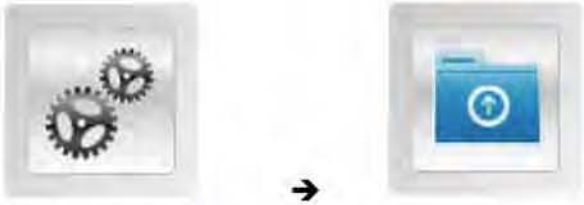


Under '**Contact Manager(s)**', the system user can select each Agency Manager listed for their agency and view their contact details. From there, they can contact them via Email, Mail, or Phone. This feature can be useful if users are unsure whom to contact for questions regarding their LEARN Agency and the features within. They may also '**Output Report**' of each Agency Manager in PDF format, so that they may print off a Contact Sheet of all Agency Managers if the need arises.

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Upload Detections



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2018-ICLI-00035 1835

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Contact Vigilant

Vigilant Solutions Support

2021 Las Positas Court | Suite #101 | Livermore, CA 94551
Tel: +1 (925) 398-2079 | Fax: +1 (925) 398-2113
vigilantsolutions.com
support@vigilantsolutions.com

Vigilant Solutions Sales

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Tel: +1 (925) 398-2079 | Fax: +1 (925) 398-2113
vigilantsolutions.com/products
sales@vigilantsolutions.com

Vigilant Solutions Private Data Subscriptions

(b)(6);(b)(7)(C) Vice President of Marketing
Tel: +1 (925) 398-2079 ext. 731
vigilantsolutions.com/products
(b)(6);(b)(7)(C)

2018-ICLI-00035 1837

HOW TO MAKE LEARN HOT LIST UPLOAD NOTIFICATIONS STOP

Tired for receiving all the hot list upload notifications? Follow the X steps below to stop receiving these emails.

1) **Log in to CLEAR** (b)(7)(E)



2) **Within CLEAR, access Vigilant Solutions LEARN via the Vehicle Search**

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3) **Click link "Click Here for Vigilant Solutions LEARN"**

(b)(7)(E)

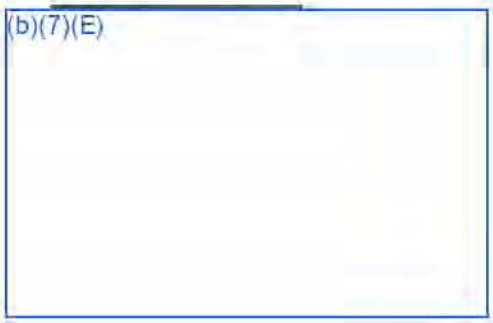
4) **Log in to LEARN using your LEARN credentials (Please note these are distinct from your CLEAR credentials)**



5) **From the LEARN homepage, select Plate Search.**



6) **After Plate Search, select My Manager Profile.**

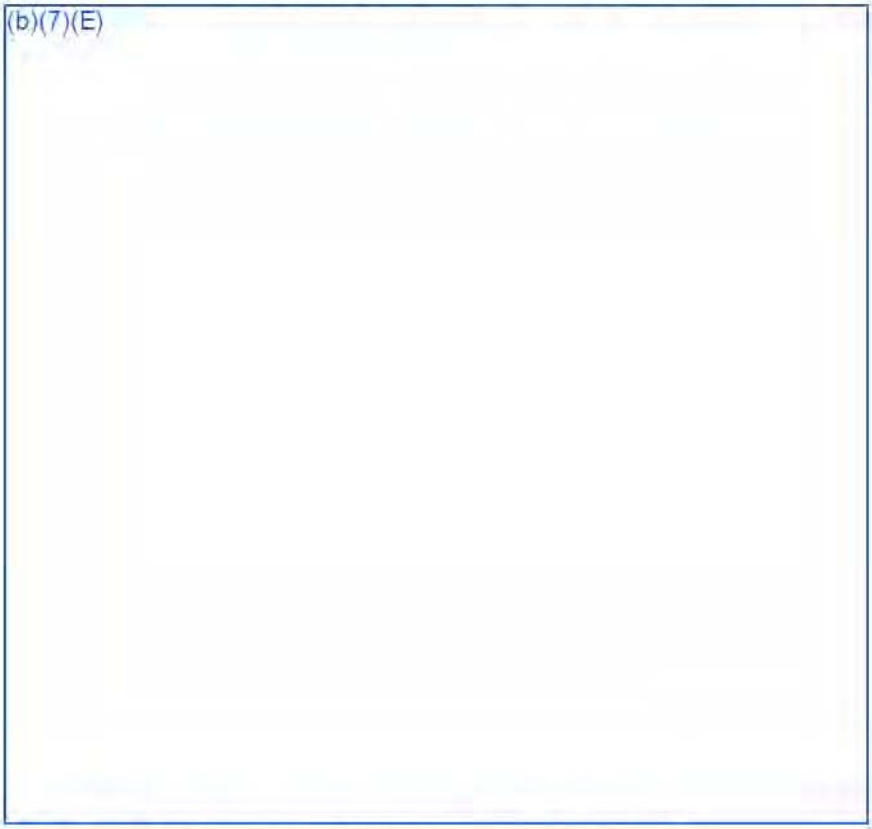


7) **Within your Agency Manager profile, please ensure no boxes are checked.**

Receive Management Notification – sends email(s) about hot list upload

Receive Hit Report of all Hit Notices – sends email(s) about hot plate detections

Show my contact info on the Data Sharing Map – designates you as a point of contact for DHS

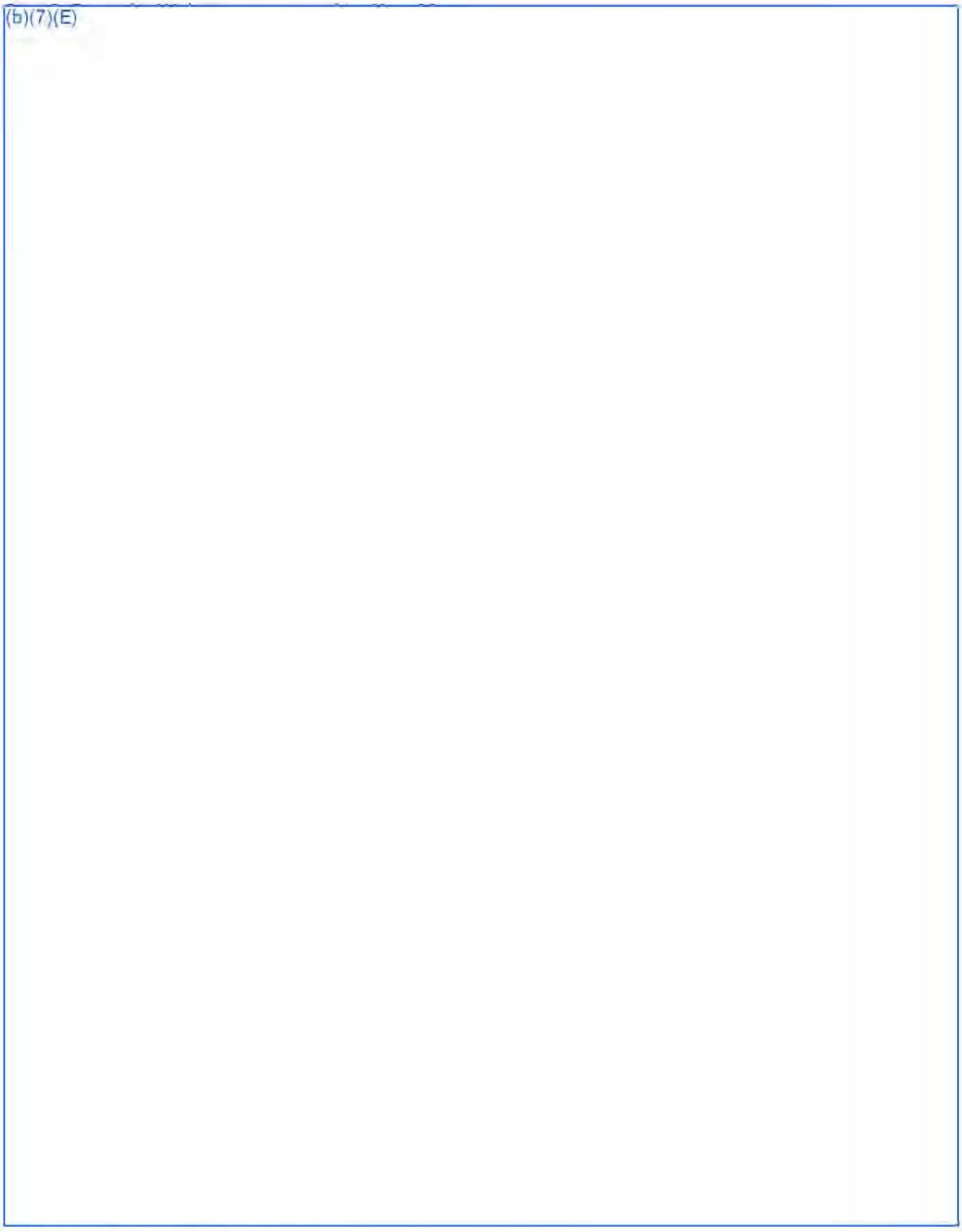


8) **Click update to ensure changes are saved!**

REACTIVATION OF LEARN CREDENTIALS

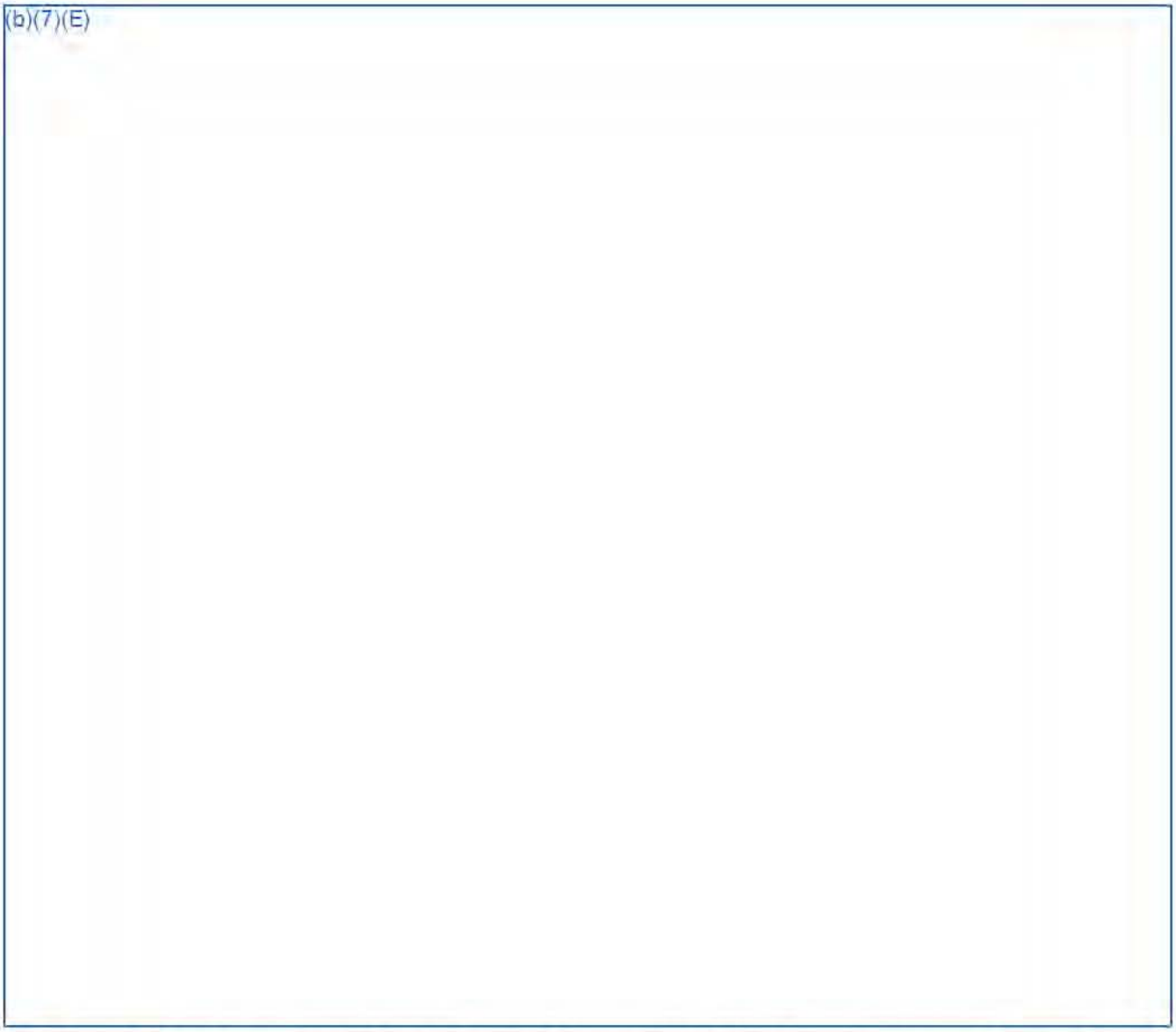
Step 1: Log in to LEARN.

(b)(7)(E)



All information current as of August 2018

(b)(7)(E)



The user will now be reactivated and able to use his existing LEARN credentials to access the content.

Any user (including administrators) who has not logged into LEARN within the past 120 days will be inactivated.

LEARN Agency Data Sharing Report

Detections Shared

The ICE Agency is Sharing its Detection data with the following Agencies:

None

Detections Received

The ICE Agency is receiving Detection data from the following Agencies:

Harris County Sheriffs Office
Frisco Police Department
Lees Summit Police Department
Flemington Police Department
Bronxville Police Department
Fayette County Sheriffs Office
Lee County Sheriffs Office
Austin Police Department
Hopkinsville Police Department
Rockwall County Sheriffs
Downers Grove Police Department
Woodstock Police Department
Dickinson Police Department
Lombard Police Department
Munster Police Department
College Station Police Department
Southwest Major Case Unit (IL)
Mundelein Police Department
Hamilton County Sheriff (IN)
Orange County Sheriff (TX)
West Baton Rouge
San Diego Sector Border Patrol
Manteca Police Department
Merced Police Department CA
Hammond Police Department
Bell Police Department
Athens-Clarke Police Department
Hiram Police Department
United States Forest Service CA
Dallas Police Department
Fairfield Police Department CT
Douglas County Sheriffs Office
College Park Police Department
Milton Police Department
Travis County SO
Gwinnett County Police Department
Tulare Police Department
Bartow County Sheriffs Office
San Luis Obispo Sheriffs Office
Rankin County Sheriffs Office
Baldwin County Sheriffs Office
17th Judicial Circuit Drug Task Force
Monroe County Sheriffs Office
Liberty County Sheriffs Office (TX)
Burr Ridge Police Department
City of Vidor
Stanislaus County Auto Theft Task Force
Jasper County Sheriffs Office MS
Downey Police Department
Casa Grande Police Department
Midlothian Police Department
Nacogdoches Police Department



Conroe Police Department
Medford Police Department
Department of Transportation - Phoenix Arizona
Westport Police Department
Putnam County Sheriff
Pima County Sheriff
Stanislaus County Sheriffs Department
Burleson Police Department
Ossining Police Department
Wethersfield Police Department
Stratford Police Department
Union Township Police
Norwalk Police Department
Union City Police Department (CA)
Oxford Police Department
Westover Hills Police Department
CBP - NTC
Smithville Police Department
32nd Judicial District Attorney Office
Williamson County Sheriffs Office
Foley Police Department
Camden County Police Department
100th Judicial District Attorney Traffic Enforcement
Hendersonville Police Department
Boone County Sheriff Office
Reeve County Sherriffs Office
Enfield Police Department
Southern Connecticut State University
Trumbull Police Department
Gresham Police Department
Ventura Police Department
Bernards Township Police Department
Sutter County Sheriff
Upland Police Department (CA)
Drug Enforcement Agency (DEA)

Hot-List Sharing

The ICE Agency is sharing Hot-List records with the following Agencies:

Agency:	Hot-List(s):
None	None

Hot-List Received

The ICE Agency is receiving Shared Hot-List records from the following Agencies:

Agency:	Hot-List(s):
None	None

From: (b)(6);(b)(7)(C)
Sent: 22 Feb 2018 17:54:17 -0500
To: (b)(6);(b)(7)(C)
Cc:
(b)(6);(b)(7)(C)
Subject: FINAL consolidated answers to NPR Questions on license plate readers

Hello all – below are the (hopefully) final consolidated answers for NPR on the LPR contract. I plan to send this to the reporter tomorrow (Friday) at noon unless there are any objections.

Thank you all for your input and coordination. Dani

1. How much is DHS/ICE paying for access to the services and database provided by Vigilant Solutions? And, what is the length of the contract? When did it go into effect?
The contract award is 12 months with four (4) twelve (12) month options. The contract runs from 12/22/2017 to 9/21/2020. The cost of the contract is proprietary and the reporter should reach out to Vigilant and or/submit a FOIA request to ICE.

2. Page 11 of the 2017 PIA says: "users must complete training on the appropriate use of the service and LPR data before accessing the commercial LPR database…" When did agents receive this training? How long is the training? Is it still ongoing? On what date did it start? ("the vendor provides training to ICE personnel on the use of the LPR data service.")

The vendor is providing training. These consist of one-hour training sessions that began on February 9, 2018 and are ongoing.

3. How many ICE users have been authorized to access LPR data? And under what circumstances can a HSI or ERO officer have an ICE user query the database on their behalf?

About 11,000 ICE officers, HSI agents, intelligence analysts and other support staff who have a need for this investigative tool will be granted access. ICE agency managers ensure that only those who need access to LPR data for mission-related purposes are granted access to the vendor system.

Intelligence analysts and other support staff who have been granted access to the system for mission-related purposes can access the system in support of an investigation.

4. Page 12 of the 2017 PIA says: "ICE users who violate the rules of behavior will be subject to penalties in accordance with ICE policy." What are those penalties?

Penalties can range from revocation of access, reprimand, suspension, or termination.

5. Page 11 of the 2017 PIA says: "Each time that ICE authorized users log into the LPR data service, they must agree to ICE terms and conditions set forth in a splash screen before performing a query…. The text on the splash screen is available to the user via a hyperlink within the main system interface (including the mobile application interface) … Are ICE users actually presented with the language before being required to "affirm their understanding of the rules of behavior before they are able to complete the login process and commence a query?" Or do they simply click a box and move on?

Yes. ICE users are presented with the splash screen featuring the ICE terms and conditions language prior to logging in and must affirm their understanding before completing the login process.

6. Page 13 of 2017 PIA says: "If the vendor discovers that an individual has used the service in an unauthorized manner, it is required to notify ICE as soon as practicable after the discovery." How soon is that?

All activity while logged into the LPR database is recorded in an audit log. The audit logs will be provided to the ICE agency managers quarterly and the ICE Office of Professional Responsibility (OPR) upon request. The vendor is required to notify ICE if they discover or suspect misuse of the service by an individual as soon as practicable, but in no event later than 24 hours after discovery.

7. Page 14 of 2017 PIA says: "If the LPR data service displays results that are useful to ERO in its immigration enforcement mission, ERO users can print this information and store hard copy files in the appropriate target folder. These hard copy records are maintained for three years from the time the record was created, at which point they are destroyed, in accordance with the applicable records schedule approved by the NARA. Longer retention may be authorized if there is a justifiable business need. If ERO users enter any of this information into EARM, those electronic records are retained in EID for 75 years." How often does this happen? In what cases will this be true?

There is no way to determine how often this occurs. Examples where longer retention would be authorized include ongoing investigations or pending litigation.

8. Page 6 of the 2015 PIA says: "the training will also encourage ICE personnel to reexamine their entire alert list on a regular basis, but at least annually." Is this true for the current version of the PIA?

As described in the 2017 PIA update, the service ICE has procured provides functionality that enhances ICE's ability to access only relevant information. Each license plate on an alert list automatically expires after one year unless the user removes the record before that time period. The service prompts users two weeks prior to the expiration of a license plate number and requires the user to affirmatively indicate that there continues to be an operational need to keep a particular plate beyond the 1-year period. The service grants the user one additional week after expiration to renew the entry in the alert list. If the user does not renew, the service automatically removes the license plate from the alert list. In addition to

this automatic mechanism, ICE users are trained to remove plates from alert lists when they no longer relate to an ongoing criminal or administrative investigation.

9. How often will managers conduct audit trails? The 2015 report said quarterly if not more often but it's not clear if this was specified in the 2017 report.

The audit logs will be provided to the ICE agency managers quarterly and the ICE Office of Professional Responsibility (OPR) upon request.

10. Can ICE users upload license plate numbers into their "alert list" that belong to people whose documented status is about to change? For instance, the license plate numbers belonging to DACA recipients whose permits are about to expire?

ICE does not use the LPR data service to locate or track individuals who do not have a nexus to ICE investigatory or enforcement activities.

11. Can DHS/ICE access data uploaded by local law enforcement agencies if they have opted out of the system? Are there any circumstances under which ICE can gain access?

ICE can only access data uploaded by local law enforcement agencies if those agencies elect to share the data they upload into the vendor system. There are no circumstances where ICE can gain access through the vendor system if a law enforcement agency has chosen not to share its data.

12. How many local law enforcement databases does ICE have permission to access?
The reporter will need to contact Vigilant and TRSS for this information.

From: (b)(6);(b)(7)(C)
Sent: Saturday, February 17, 2018 8:47 PM
To: (b)(6);(b)(7)(C)
Cc:
Subject: RE: NPR Questions on license plate readers

(b)(5)

Otherwise OAQ is good with the language in the attachment.

Thanks,

(b)(6);(b)(7)(C) ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732(b)(6); Mobile: 202-345(b)(6);(
Email:(b)(6);(b)(7)(C)

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	apply only to the purchase order resulting for ICE solicitation 70CDCR18Q00000005. Exempt Action: Y Sensitive Award: PII Period of Performance: 12/22/2017 to 09/21/2020				
0001	Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Requisition No: 192118FLMURQ0008, 192118FUGOPS12087 Accounting Info: [redacted] ------ --- Funded: [redacted] Accounting Info: [redacted] ------ --- Funded: [redacted] Accounting Info: [redacted] ------ --- Funded: [redacted] Period of Performance: 12/22/2017 to 01/31/2018				(b)(4)
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Amount: (b)(4) (Option Line Item) 02/20/2018 Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Accounting Info: Funded: [redacted] Period of Performance: 02/01/2018 to 01/31/2019	12	MO	[redacted]	
0003	Option Period 2 - 02/01/2019 - 01/31/2020 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) Continued ...	12	MO	[redacted]	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.

(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

(iii) Use shredders when discarding paper documents containing Sensitive PII.

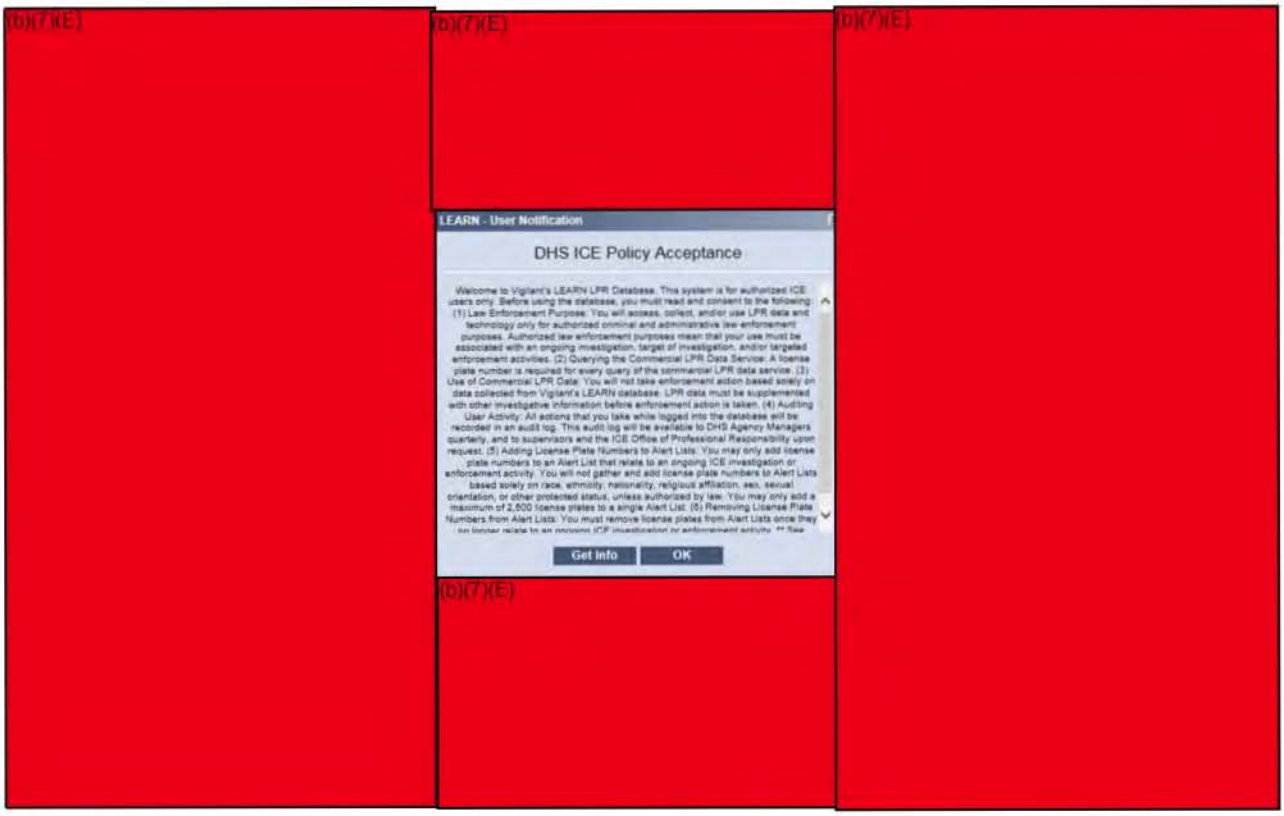
(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pd
Continued ...

Attachment 5: Price				
Item Description	**Quantity**	**Unit of Issue**	**Estimated Unit Cost**	**Estimated Fixed Price Per Line Item**
CLIN 0001 Access to License Plate System (All ICE Users), Base Year - POP: 12/21/2017 - 01/31/2018	1.4	*	$	$
CLIN 0002 Access to License Plate System (All ICE Users), Option Year 1 - 02/01/2018 - 01/31/2019	12	MO	$	$
CLIN 0003 Access to License Plate System (All ICE Users), Option Year 2 - 02/01/2019 - 01/31/2020	12	MO	$	$
CLIN 0004 Access to License Plate System (All ICE Users), Option Year 3 - POP: 02/01/2020 - 09/30/2020	8	MO	$	$
			Total Estimated Price	$
Additional Pricing Explanation: *Contract start date will be 12/21/2017; however, West billing is systematically				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: [redacted] There is one (1) requisition associated with this modification: 192118FUGOPS12087.1 The purpose of this modification is as follows: 1) Exercise Option Period 1 (2/1/2018-1/31/2019) 2) Move the total funding [redacted] from CLIN 0001 to CLIN 0002 3) Add funding in the amount of [redacted] 4) Add the Enclosure 1 - SBU Security Language to Industrial Security SOP 5) Add the following language to the SOW. C.9 Reporting In the event that TRSS or its partners discover or suspect misuse of the service by an individual, it should be reported to the COR or Contracting Officer as soon as practicable after the discovery but in no event later than 24 hours after discovery. All other prices, terms and conditions remain the same. Exempt Action: Y Sensitive Award: PII Discount Terms: Net 30 FOB: Destination Period of Performance: 12/22/2017 to 09/21/2020 Change Item 0001 to read as follows(amount shown is the obligated amount): Base Period - 12/22/2017 - 01/31/2018 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Fully Funded Obligation Amount: [redacted] Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Accounting Info: [redacted] ------ --- Funded: [redacted] Accounting Info: [redacted] ------ --- Continued ...				
0001					[redacted]

NAME OF OFFEROR OR CONTRACTOR
WEST PUBLISHING CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: [redacted] Accounting Info: [redacted] ------ --- Funded: [redacted] Period of Performance: 12/22/2017 to 01/31/2018 Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	Option Period 1 - 02/01/2018 - 01/31/2019 ACCESS TO LICENSE PLATE SYSTEM (All ICE Users) This is a Firm-Fixed Price (FFP) CLIN. Fully Funded Obligation Amount: [redacted] Incrementally Funded Amount: [redacted] Product/Service Code: D317 Product/Service Description: IT AND TELECOM-WEB-BASED SUBSCRIPTION Accounting Info: [redacted] ------ --- Funded: [redacted] Accounting Info: [redacted] ------ --- Funded: [redacted] Accounting Info: [redacted] Funded: [redacted] Accounting Info: [redacted] Funded: [redacted] Accounting Info: [redacted] Funded: [redacted] Period of Performance: 02/01/2018 to 01/31/2019	12	MO	[redacted]	



2. Clear users HSI – 7,725 ERO-4,088. We have 9,209 total ICE users in LEARN but we do not have an individual count by ERO or HSI.
3. We do not have a separate LEO vs Non LEO # without going through and counting each of the 9,209 email addresses.
4. Please see attached image for map of coverage.
5. Reporting Structure for ERO and HSI is the same.
   User
   FOD POC/ Admin
   HQ POC/Admin
   Unit Chief/Section Chief
   COR
   AD
6. Given that access to the content began 2/1/2018 and reports are due quarterly per the statement of work, the first audit log will be sent to ICE the week of June 4th. Audit logs are also available upon request. No requests have been made at this time.
7. Under the ICE Contract , Section PRIV 1.2 (2-3) states the following:

"2. Contractor must report the suspected loss or compromise of Sensitive PII by its employees or sub-Contractors to
the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the
Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of
Sensitive PII by its employees or sub-Contractors."

Thanks,

[redacted] ***CPPB, CFCM***
Detention, Compliance and Removals (DCR) | Unit Chief
DHS | ICE | Office of Acquisition Management (OAQ)
Phone: 202-732-[redacted] Mobile: 202-345[redacted]
Email: [redacted]

NOTICE: This communication may contain privileged or otherwise confidential information. If you are not an intended recipient or believe you have received this communication in error, any review, dissemination, distribution, or copying of this message is strictly prohibited. Please inform the sender that you received this message in error and delete the message from your system.

From: [redacted]
Sent: Tuesday, March 27, 2018 7:05 PM
To: [redacted]
Cc: Smith, Amber; [redacted]
Subject: Get-Backs from today's HOGR mtg re: LPR

Good evening, [redacted]

[redacted] and I compared notes and the below are the get-backs from today's meeting with HOGR staff. Please let me know if you need me to task these to you formally.

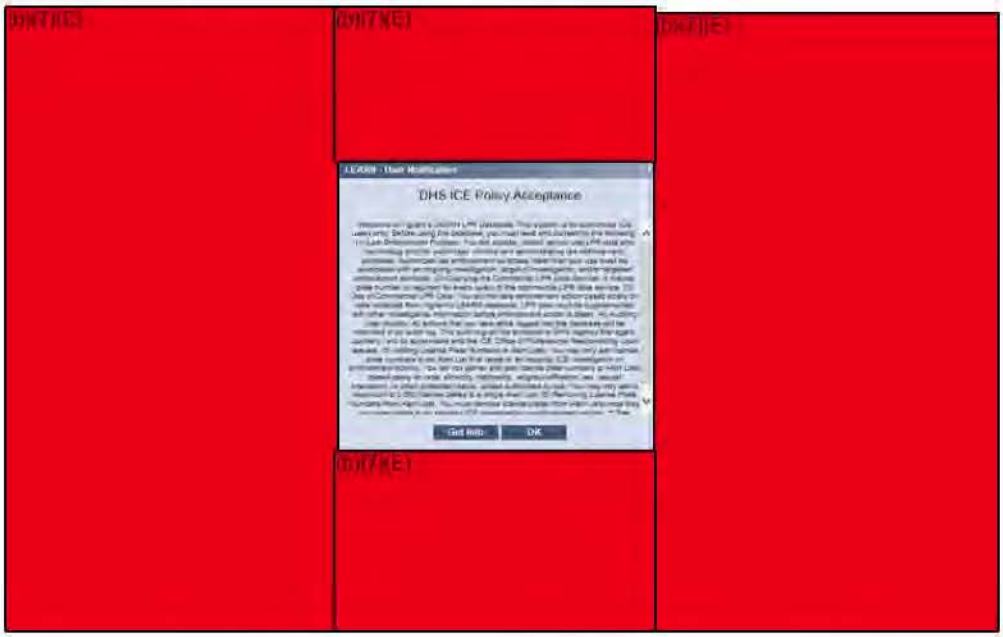
1. Please provide a screen shot of the "Splash" screen.
2. Please provide how many users will be accessing the system (ERO vs. HSI)?
3. Do you have an estimate of the ICE non-law enforcement users?
4. Please provide Vigilant Solutions state-by-state coverage.
5. What is the reporting structure within ICE HQs for HSI and ERO (CORs or POCs)?
6. When will you receive your first batch report from Vigilant Solutions?
7. How long does Vigilant Solutions have to notify ICE of a breach?

[redacted]
Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Congressional Relations

202-732-[redacted] direct)
202-732-[redacted] main)
202-732-4269 (fax)

Get-backs from March 27, 2018 Briefing to Majority and Minority Staff from House Oversight and Government Reform

1. **Please provide a screen shot of the "Splash" screen.**



Also attached PDF is the language that pops up when you click get more information.

2. **Please provide how many users will be accessing the system (ERO vs. HSI)?**
Response:
   - Cleared users for Homeland Security Investigations (HSI) is 7,725
   - Cleared users for Enforcement and Removal Operations (ERO) is 4,088
   - There are 9,209 ICE users in LEARN but we do not have an individual count by ERO or HSI.

3. **Do you have an estimate of the ICE non-law enforcement users?**
Response: We do not have a separate breakout by law enforcement versus non-law enforcement users. This would require us to conduct a manual count of the 9,209 users in LEARN.

4. **Please provide Vigilant Solutions state-by-state coverage.**
Response: See attached.